

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
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Field File No.

183B-MM-48896-1A⁵

Serial # of Originating Document

OO and File No.

Date Received

1/6/90

From

(Name of Contributor)

(Address of Contributor)

By

(Name of Special Agent)

b6
b7C

To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☒ No

Title:

SALVATORE BASTONE
et al
RICO + LCN family enterprise investigations
OO:MM

Reference:

(Communication Enclosing Material)

D

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b7E

Field File No. 183 B-MM-48896-1A6

Serial # of Originating Document _____

OO and File No. MM

Date Received 2-14-90

From SAC Chicago
(Name of Contributor)

(Address of Contributor)



b6
b7C

(Agent)

To Be Returned ☐ Yes ☐ No Receipt Given ☐ Yes ☐ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☐ No

Title:

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

Inventory Notice
of SAC notice



b6
b7C

U.S. Department of Justice
CHICAGO STRIKE FORCE
U.S. DEPT. OF JUSTICE
ROOM 808
~~200 S. DEARBORN STREET~~
CHICAGO, IL 60604



POSTAGE AND FEES PAID
U.S. DEPARTMENT OF JUSTICE
JUS 431



b6
b7C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN THE MATTER OF THE APPLICATION)
OF THE UNITED STATES FOR AN ORDER)
AUTHORIZING THE INTERCEPTION OF)
WIRE AND ORAL COMMUNICATIONS)



b6
b7C

INVENTORY PURSUANT TO TITLE 18,
UNITED STATES CODE, SECTION 2518(8)(d)

Pursuant to the provisions of Title 18, United States Code, Section 2518(8)(d), the Honorable John F. Grady, Chief Judge, United States District Court, Northern District of Illinois, has ordered that,



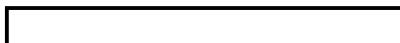
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be notified that on [REDACTED] this Court entered an Order authorizing the interception of wire communications for a thirty (30) day period to and from telephones bearing numbers: subscribed to by [REDACTED]

b6
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b7E

During the authorized period wire communications were intercepted.

Further, that on [REDACTED]



the Court entered Orders

b7E

authorizing the continued interception of wire communications for thirty (30) day periods over the telephones above-described. During those authorized periods wire communications were intercepted.

Field File No. 183 B-MM-48896-1A7

Serial # of Originating Document _____

OO and File No. _____

Date Received 2/14/90

From _____

[Redacted]

b3

By _____

(Name of Special Agent)

To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

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Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☒ No

Title:

*SALVATORE BASTONE
et al
Rico - LCN family enterprise investigation
OO: MM*

Reference: _____

(Communication Enclosing Material)

Description: ☐ Original notes

[Redacted]

b3

b3



FEB 12 1990

1990

FEB 12 1990

MIAMI FL 331

MIAMI FL 331

FBI

16320 N.W. 2 AVENUE
N. MIAMI, FL 33160

b6
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b3



February 9, 1990

FBI



b6
b7C


16320 N.W. 2 Avenue
N. Miami, Florida 33169

Re: Grand Jury Subpoena







b3

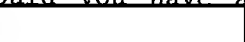
Dear Mr.  b6
b7C

Enclosed are copies of  as requested in the above mentioned Subpoena/Summons.

b3

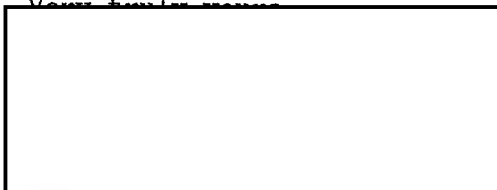
These records include 
 Please note that we are
unable to locate 
in reference to the above 

b3

Should you have any questions regarding this matter, please contact me
at 

b3

Very truly yours,



b3

encl.

1072

FD-340 (Rev. 4-2-85)

Field File No. 183B-MM-48896-1A⁹

Serial # of Originating Document _____

OO and File No. _____

Date Received 1/26/90

From

[Redacted]

b3

By

[Redacted]

(Name of Special Agent)

b6
b7C

To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules
of Criminal Procedure ☐ Yes ☒ No

Title: SALVATORE BASTONE;
et al
Rico - LCN family enterprise investigation
OO:MM

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original

photocopies 2

[Redacted]

[Redacted]

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Smead®

No. 153L

HASTINGS, MN
LOS ANGELES-CHICAGO-LOGAN, OH
MCGREGOR, TX-LOCUST GROVE, GA
U.S.A.

[REDACTED]

b3

January 23, 1990

Mr. [REDACTED]
Special Agent
Federal Bureau of Investigation
16320 N.W. 2nd Avenue
North Miami Beach, Florida 33169

b6
b7C

RE: United States District Court
Southern District
Grand Jury Subpoena

[REDACTED]

b3

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Dear Mr. [REDACTED]

The above referenced subpoena has been officially received
by [REDACTED]

b3

In response, and per our telephone conversation, I am today
forwarding you a complete photocopy of [REDACTED]

b3

[REDACTED]

For quick reference, [REDACTED]
[REDACTED]

b3

If I may be of further assistance, please contact me.

Sincerely,

[REDACTED]

b3

cc: [REDACTED]
U.S. Attorney's Office

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183B-MM-48896-1A9

[Handwritten signature]
1/26/90

20/2

183
~~183~~
Field File No. mm-48896-1A⁹

Serial # of Originating Document _____

OO and File No. _____

Date Received 1/26/90

From [REDACTED] b3

By [REDACTED] (Name of Special Agent)

To Be Returned ☐ Yes ☒ NoReceipt Given ☐ Yes ☒ No b6 b7cGrand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☒ No

Title:

Salvatore Castone
et al
Rico - LCN family enterprise investigation
OO: mm

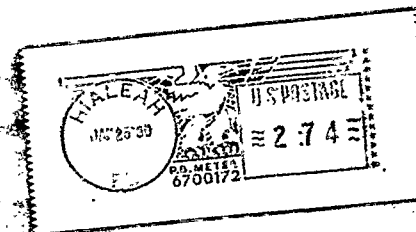
Reference: _____

(Communication Enclosing Material)

Description: ☐ Original notes re interview of• photo copies of [REDACTED]
[REDACTED] b3

b3

FIRST CLASS



MR. [REDACTED]
SPECIAL AGENT
FEDERAL BUREAU OF INVESTIGATION
16320 N.W. 2nd AVENUE
NORTH MIAMI BEACH, FL 33169

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183BMM-48896-1A9

Field File No. 783 B-MM-48896-1A¹⁰

Serial # of Originating Document _____

OO and File No. _____

Date

From

[Redacted]

b6

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(Address of Contributor)

By

[Redacted]

To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

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Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☒ No

Title:

Reference: _____
(Communication Enclosing Material)

Description

[Redacted]

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Field File No. A + 183B-MM-48896

Serial # of Originating Document _____

OO and File No. 183B-MM-48896-1A

Date Received 3-6-90

From [Redacted]
(NAME OF CONTRIBUTOR)

b3

By [Redacted]

b6
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To Be Returned ☐ Yes ☐ No Receipt Given ☐ Yes ☐ No

Grand Jury Material - Disseminate Only Pursuant to
Rule 6(e), Federal Rules of Criminal Procedure
☐ Yes ☐ No

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Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

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Field File No. AT 183B-MM-48896

Serial # of Originating Document _____

OO and File No. 183B-MM-48896-1A¹²

Date Received 3-9-90

From Ga State Patrol
(Name of Contributor)

Driver's License Bureau
(Address of Contributor)

Atlanta, Ga.

By LA

To Be Returned ☐ Yes ☐ No Receipt Given ☐ Yes ☐ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☐ No

Title:

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

DL Photo

CCIC - Printout

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LAW ENFORCEMENT USE ONLY

AT
183B-MM-
48896

183B-MM-48896-1A¹²

Field File No. _____

Serial # of Originating Document _____

OO and File No. 183B-MM-48826-1A¹³

Date Received _____

From Colo Dept. of Motor Vehicles
(Name of Contributor)

(Address of Contributor)

By TA

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To Be Returned ☐ Yes ☒ No Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules
of Criminal Procedure ☐ Yes ☒ No

Title: Salvatore, Bastone

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

1 Copy of Colo Dept

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Field File No. 183 P 48896-1A14

Serial # of Originating Document _____

OO and File No. MM

Date Received 3-27-90

From DHMVS

(Name of Contributor)

Tallahassee, FL

(Address of Contributor)

[Redacted Box]

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gent)

Given ☐ Yes ☐ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☐ No

Title: FL DL Photographs

[Redacted Box]

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Q. name V. 1A 9-20-90

[Redacted Box] [Redacted Box] [Redacted Box]

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Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

[Redacted Box]

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Form to be used by Law Enforcement Agency Requesting Print from

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:
Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

b6
b7C

NAME [REDACTED] ALIAS

(Complete Name, If Available)

DRIVER LICENSE NUMBER [REDACTED] DATE OF BIRTH [REDACTED]

DESCRIPTION W/F

STATEMENT OF CASE RICO
(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami
(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED]

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this Department and a photograph of licensee is not otherwise available. I further certify to enforcement purposes only.

SIGNATURE [REDACTED]
(Head of Enforcement Agency)

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Print you requested is enclosed. Approved by Date
Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

 Negative not on file as of this date. You may reapply in 60 days.

 We are unable to locate a record in the above name.

 Negatives are retained for a 9 year period. Last license was issued and is no longer on file.

 Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

SEARCHED.....	INDEXED.....
SERIALIZED.....	FILED.....
MAR 20 1990	
FBI - MIAMI	

Form to be used by Law Enforcement Agency Requesting Print from

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:

Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

b6

b7C

NAME [REDACTED] ALIAS

(Complete Name, If Available)

DRIVER LICENSE NUMBER [REDACTED] DATE OF BIRTH [REDACTED]

DESCRIPTION W/F

STATEMENT OF CASE RICO

(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami

(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED]

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by the Department of Highway Safety and Motor Vehicles. If a license record for the above described licensee is not otherwise available. I further certify that the above described case is for law enforcement purposes only.

SIGNATURE [REDACTED]

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Approved by Date

 Print you requested is enclosed. Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

 Negative not on file as of this date. You may reapply in 60 days.

 We are unable to locate a record in the above name.

 Negatives are retained for a 9 year period. Last license was issued and is no longer on file.

 Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

SEARCHED <u> </u>	INDEXED <u> </u>
SERIALIZED <u> </u>	FILED <u> </u>
MAR 20 1990	
FBI - MIAMI	

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLESLEONARD R. MELLON
EXECUTIVE DIRECTORMail request in DUPLICATE to:Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

b6

b7C

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME

(Complete Name, If Available)

ALIAS

DRIVER LICENSE NUMBER

DATE OF BIRTH

DESCRIPTION W/MSTATEMENT OF CASE RICO

(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami

(Name of Officer)

OFFICER'S TELEPHONE NUMBER

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this Department and a photograph of licensee is not otherwise available. I further certify enforcement purposes only.

SIGNATURE

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Approved by _____ Date _____

_____ Print you requested is enclosed. _____ Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

_____ Negative not on file as of this date. You may reapply in 60 days.

_____ We are unable to locate a record in the above name.

_____ Negatives are retained for a 9 year period. Last license was issued _____ and is no longer on file.

_____ Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

SEARCHED.....	INDEXED.....
SERIALIZED.....	FILED.....
MAR 26 1990	
FBI - MIAMI	



FLORIDA DRIVER
LICENSE
The Sunshine State

ANNA VITA

2780 NE 183 ST

N MIAMI BEACH

FL 33181-0000

DATE OF BIRTH
04-20-15

SEX
F

HEIGHT
4-11

RESTRICTIONS

A

DRIVER LICENSE NUMBER
V300-040-15-640

EXP 12-27-88

OPERATOR

502

EXPIRATION DATE
00-00-00

OFFICE NO

EXPIRATION DATE

ALL OTHERS WHO USE THIS LICENSE (HARVEST) AGENT PLANS TO TEST

X

Anna Vita

10789031195

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLESLEONARD R. MELLON
EXECUTIVE DIRECTORMail request in DUPLICATE to:
Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME Anna Vita ALIAS _____

(Complete Name, If Available)

DRIVER LICENSE NUMBER V300-040-15-640-20-635DATE OF BIRTH 4-15-20 4/20/15DESCRIPTION W/FSTATEMENT OF CASE RICO

(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami

(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED]b6
b7C

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this Department and a photograph of licensee is not otherwise available. I further certify that this information is for law enforcement purposes only.

SIGNATURE [REDACTED]

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Approved by _____ Date _____

_____ Print you requested is enclosed. _____ Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

_____ Negative not on file as of this date. You may reapply in 60 days.

_____ We are unable to locate a record in the above name.

_____ Negatives are retained for a 9 year period. Last license was issued _____ and is no longer on file.

_____ Negative not on file due to malfunction of equipment. Copy of driver's application or transcript of driver record available upon request.

SEARCHED	INDEXED
SERIALIZED	FILED
MAR 26 1990	
FBI - MIAMI	

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:
Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

b6

b7C

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME [REDACTED] ALIAS

(Complete Name, If Available)

DRIVER LICENSE NUMBER [REDACTED] DATE OF BIRTH [REDACTED]

DESCRIPTION W/F

STATEMENT OF CASE RICO

(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami
(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED]

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this agency. The driver license of the licensee is not otherwise available. I further certify that the driver license is not otherwise available for enforcement purposes only.

SIGNATURE [REDACTED]

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Print you requested is enclosed. Approved by Date
Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

 Negative not on file as of this date. You may reapply in 60 days.

 We are unable to locate a record in the above name.

 Negatives are retained for a 9 year period. Last license was issued and is no longer on file.

 Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

SEARCHED <u> </u>	INDEXED <u> </u>
MAR 20 1990	
FBI - MIAMI	

Field File No. 183 B 48896-

00 and File No. 1A15

Date Received 4-2-90

From DHSMV
(NAME OF CONTRIBUTOR)

T. M. 1
(ADDRESS OF CONTRIBUTOR)

By 

To Be Returned ☐ Yes

☐ No

☐ Yes

☐ No

Receipt Given ☐ Yes

☐ No

Grand Jury Material-
Disseminate Only
Pursuant to Rules
6(e), Federal Rules
of Criminal Procedure

Description: ☐ Original notes re interview of

Draw Photograph
all Negative



b6
b7C

Hymen Oscar Lanner
Schistore Boston

b6
b7C

Routing Slip
FD-4 (Rev. 5-31-84)

Date 3-15-90

b6
b7C

To: ☐ Director

Att.: _____

FILE # _____


☐ SAC
☐ ASAC
☒ Supv.
☐ Agent
☐ OSM
☐ Rotor # _____
☐ Steno _____
☐ Typist _____
☐ M _____
Room _____

Title _____



RE: _____

- | | | |
|---|--|--|
| <input type="checkbox"/> Acknowledge | <input type="checkbox"/> For Information | <input type="checkbox"/> Return assignment card |
| <input type="checkbox"/> Assign <input type="checkbox"/> Reassign | <input type="checkbox"/> Handle | <input type="checkbox"/> Return file <input type="checkbox"/> serial |
| <input type="checkbox"/> Bring file | <input type="checkbox"/> Initial & return | |
| <input type="checkbox"/> Call me | <input type="checkbox"/> Leads need attention | <input type="checkbox"/> Return with action taken |
| <input type="checkbox"/> Correct | <input type="checkbox"/> Open case | <input type="checkbox"/> Return with explanation |
| <input type="checkbox"/> Deadline _____ | <input type="checkbox"/> Prepare lead cards | <input type="checkbox"/> Search and return |
| <input type="checkbox"/> Delinquent | <input type="checkbox"/> Prepare tickler | <input type="checkbox"/> See me |
| <input type="checkbox"/> Discontinue | <input type="checkbox"/> Recharge file <input type="checkbox"/> serial | <input type="checkbox"/> Type |
| <input type="checkbox"/> Expedite | | |
| <input type="checkbox"/> File | <input type="checkbox"/> Send to _____ | |

b6
b7C


Per our conversation on 3-15-90
pertaining to the individuals
described herein.
Thank you in advance for
all your help in locating photographs
of them.

(Opls
in
back)
See reverse side

Thanks  

SAC _____

Office _____

I have hand searched all of the files we have
and I cannot find any of the enclosed request
issued. If you have seen these license I would
need a copy to see date and station where they
were issued.



b6
b7C

Form to be used by Law Enforcement Agency Requesting Print from

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:

Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME [REDACTED] ALIAS
(Complete Name, If Available)

DRIVER LICENSE NUMBER [REDACTED] DATE OF BIRTH [REDACTED]

DESCRIPTION W/M

STATEMENT OF CASE RICO
(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami
(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED] b6
b7C

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this Department and a photograph of licensee is not otherwise available. I further certify enforcement purposes only.

SIGNATURE [REDACTED]
(Head of Enforcement Agency)

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Print you requested is enclosed. Approved by Date
Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

 Negative not on file as of this date. You may reapply in 60 days.

XXX We are unable to locate a record in the above name.

 Negatives are retained for a 9 year period. Last license was issued and is no longer on file.

 Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

Form to be used by Law Enforcement Agency Requesting Print from

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:

Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

Date 2/22/90

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME [REDACTED] ALIAS

(Complete Name, If Available)

DRIVER LICENSE NUMBER [REDACTED] DATE OF BIRTH [REDACTED]

DESCRIPTION W/M

STATEMENT OF CASE RICO

(Type Investigation)

b6
b7C

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami
(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED]

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by the licensee is not otherwise available. I further certify for law enforcement purposes only.

SIGNATURE [REDACTED]

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Print you requested is enclosed. Approved by Date
Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

 Negative not on file as of this date. You may reapply in 60 days.

XXX We are unable to locate a record in the above name.

 Negatives are retained for a 9 year period. Last license was issued and is no longer on file.

 Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

Form to be used by Law Enforcement Agency Requesting Print from

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:

Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

FBI

(Name)

P. O. Box 592418 AMF

(Address)

Miami, Florida 33159

(City & State)

Date 2/22/90

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME Hymen Oscar Larner

ALIAS _____

(Complete Name, If Available)

DRIVER LICENSE NUMBER L656-334-13-414

DATE OF BIRTH 11/14/13

DESCRIPTION W/M

STATEMENT OF CASE RICO

(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC , Miami

(Name of Officer)

b6

OFFICER'S TELEPHONE NUMBER [REDACTED]

b7C

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this Department and a photograph of licensee is not otherwise available. I further certify enforcement purposes only.

SIGNATURE

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Approved by _____ Date _____

_____ Print you requested is enclosed. _____ Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

_____ Negative not on file as of this date. You may reapply in 60 days.

XXX _____ We are unable to locate a record in the above name.

_____ Negatives are retained for a 9 year period. Last license was issued _____ and is no longer on file.

_____ Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

Form to be used by Law Enforcement Agency Requesting Print from

DRIVER LICENSE NEGATIVE FILM FILE

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

LEONARD R. MELLON
EXECUTIVE DIRECTOR

Mail request in DUPLICATE to:
Chief, Bureau of Records
Division of Driver Licenses
Neil Kirkman Building
Tallahassee, Florida 32399-0575

REQUESTING AGENCY:

FBI

Date 2/22/90

(Name)
P. O. Box 592418 AMF

(Address)
Miami, Florida 33159

(City & State)

PRINT OF DRIVER LICENSE REQUESTED ON FOLLOWING SUBJECT:

NAME Salvatore Bastone ALIAS _____
(Complete Name, If Available)

DRIVER LICENSE NUMBER B235-780-35-289 DATE OF BIRTH 8/9/35

DESCRIPTION W/M

STATEMENT OF CASE RICO
(Type Investigation)

AGENCY'S CASE NUMBER 183B-48896 PRINT REQUESTED FOR SAC, Miami
(Name of Officer)

OFFICER'S TELEPHONE NUMBER [REDACTED]

Pursuant to Florida State Statutes 322.142(4), this is to certify that the above described case involves an active felony investigation conducted by this Department and a photograph of licensee is not otherwise available. I further certify enforcement purposes only.

SIGNATURE

FACSIMILE SIGNATURE NOT ACCEPTABLE

FOR DIVISION OF DRIVER LICENSES REPLY ONLY:

Approved by _____ Date _____
Print you requested is enclosed. Complete top portion of form and return immediately.

WE ARE UNABLE TO FULFILL YOUR REQUEST FOR THE FOLLOWING REASON:

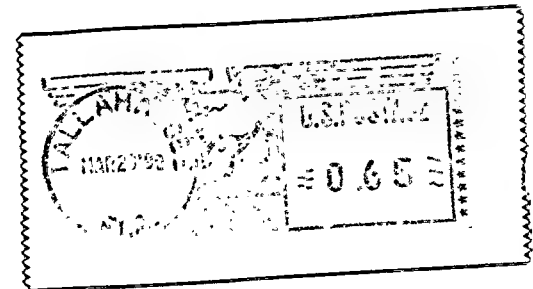
____ Negative not on file as of this date. You may reapply in 60 days.

XXX _____ We are unable to locate a record in the above name.

____ Negatives are retained for a 9 year period. Last license was issued _____ and is no longer on file.

____ Negative not on file due to malfunction of equipment. Copy of driver license application or transcript of driver record available upon request.

STATE OF FLORIDA
Department of Highway Safety and Motor Vehicles
NEIL KIRKMAN BLDG. TALLAHASSEE, FLORIDA 32399-0500



FROM	
DEPARTMENT OF	
HIGHWAY SAFETY AND MOTOR VEHICLES	
KIRKMAN BLDG., 2900 APALACHEE PKWY. TALLAHASSEE, FLORIDA 32399-0500	
HIGHWAY PATROL <input type="checkbox"/>	ADM. SERVICES <input type="checkbox"/>
DRIVER LICENSES <input type="checkbox"/>	MOTOR VEHICLES <input type="checkbox"/>

FOR

FBI
P.O.Box 592418 AMF
Miami, Florida 33159

ATTN:

Handwritten initials "NI" with a large checkmark.

b6
b7C

Field File No. 183-B 48896-1A¹⁶

90 and File No. MM

Date Received 10-6-89

From _____
(NAME OF CONTRIBUTOR)

(ADDRESS OF CONTRIBUTOR)

By

b6
b7C

To Be Returned ☐ Yes

☐ No

☐ Yes

☐ No

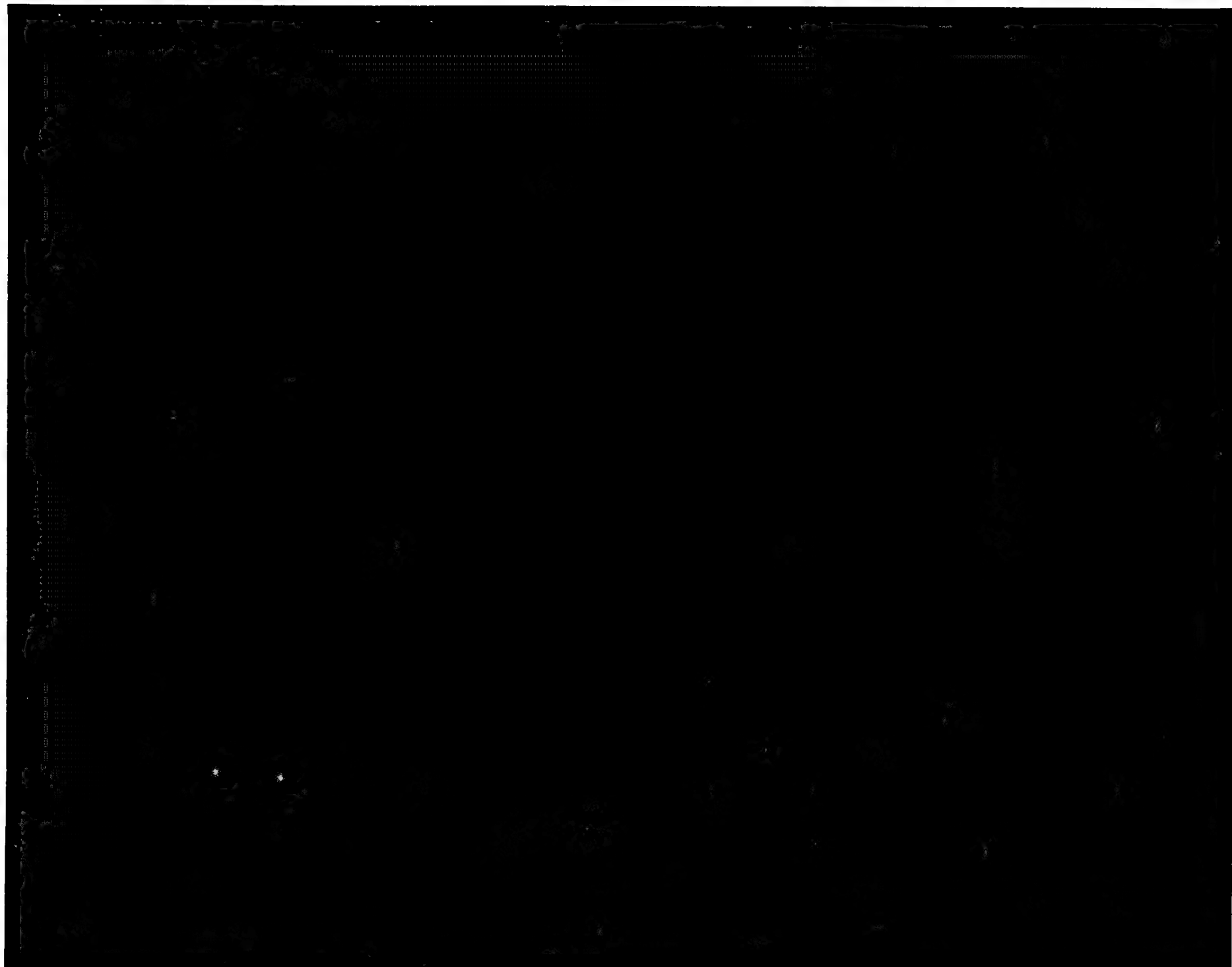
Receipt Given ☐ Yes

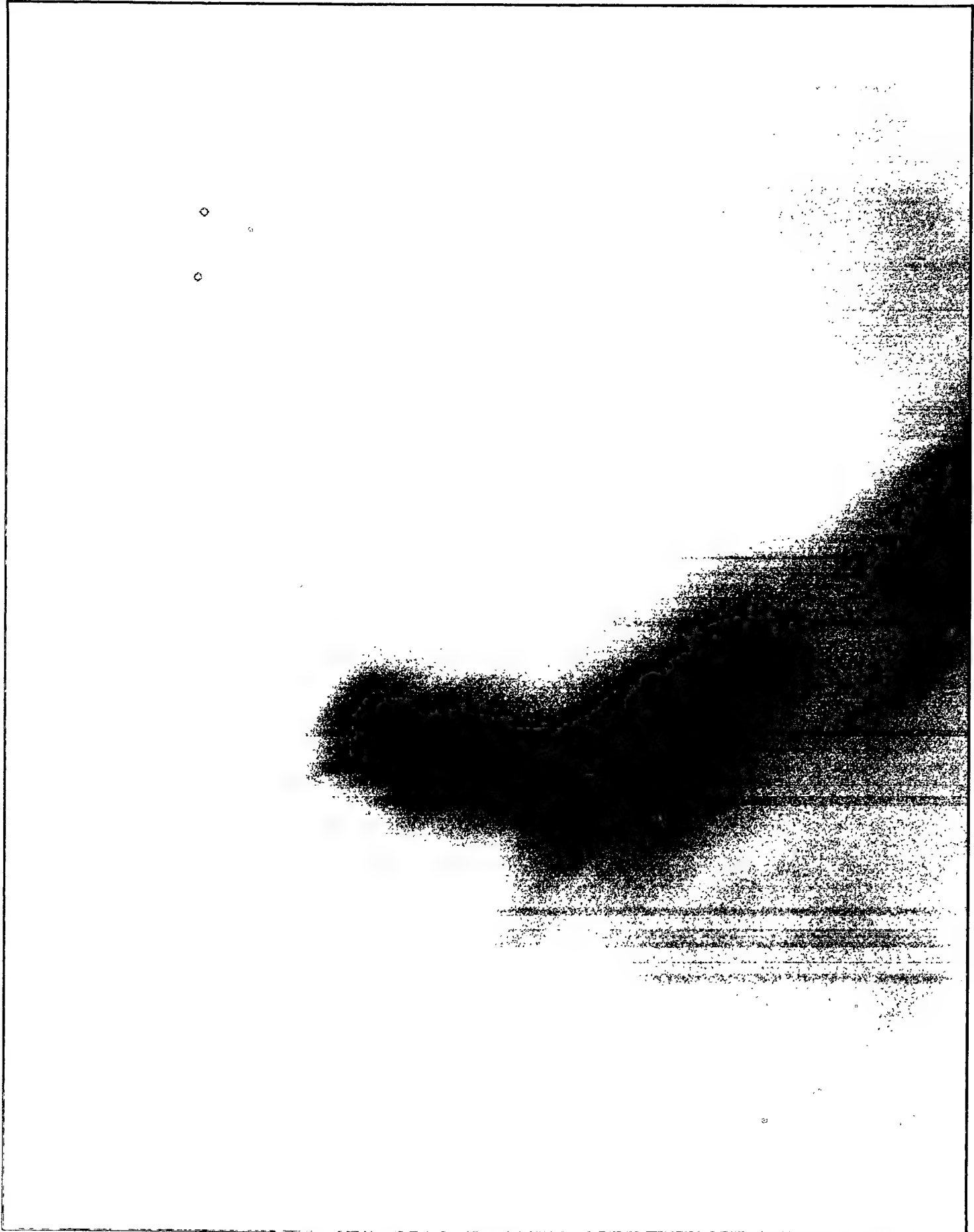
☐ No

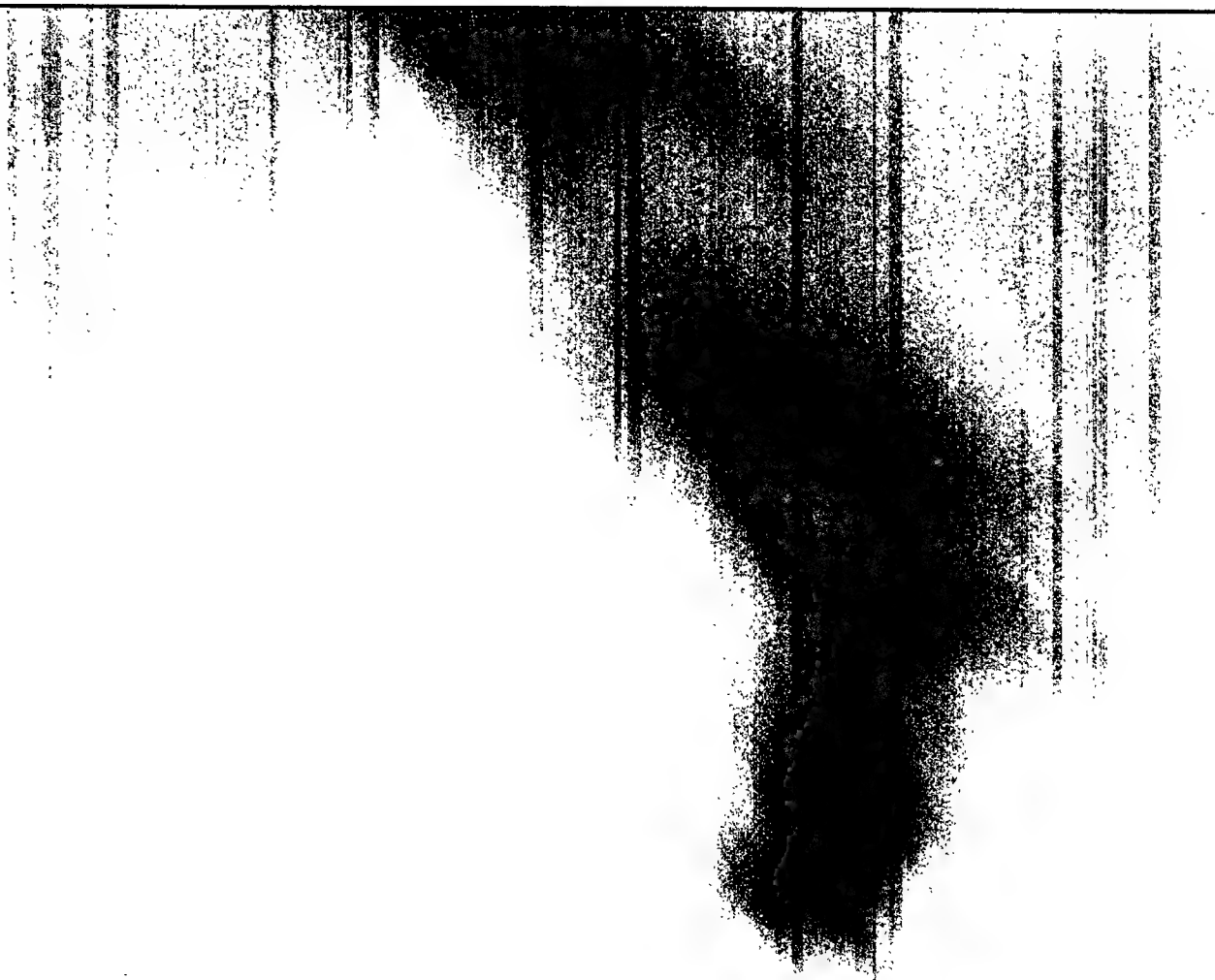
Grand Jury Material-
Disseminate Only
Pursuant to Rules
6(e), Federal Rules
of Criminal Procedure

Description: ☐ Original notes re interview of

Fiber
Photographs







2
◇ ◇

Universal File Case Number 1838-MM-48896-1A 17

Field Office Acquiring Evidence MIAMI

Serial # of Originating Document _____

Date Received _____

From _____
(Name of Contributor)

(Address of Contributor)

By _____

To Be Returned ☐ Yes ☐ No

Receipt Given ☐ Yes ☐ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)

Federal Rules of Criminal Procedure

☐ Yes ☐ No

Title: SALVATORE BASTONE,
ET AL

b6
b7C

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

OWNERSHIP & ENCUMBRANCE REPORTS.

TICOR TITLE INSURANCE

(Duplicate)

INVOICE NO.

269843

DATE 03/16/90

ORDERED BY

b6

b7C

PHONE NO.

SENT TO

BILLED TO P.O.I.
16320 N.W. 2nd AVENUE
N. MIAMI BEACH, FL 33169

RE: 3002309

LEGAL: UNIT 1504 TOWERS OF QUADRUS NO 1 ORD
10/26/1627

*Sent to Vouchers
3/19/90 R27*

☐ ADDITIONAL ABSTRACTS:

YOUR SIGNATURE ON THIS RECEIPT MAKES YOU RESPONSIBLE FOR
PAYMENT OR REPLACEMENT OF THE ATTACHED ABSTRACT, INCLUDING
ALL REASONABLE COSTS AND ATTORNEYS FEES.

RECEIPT IS HEREBY ACKNOWLEDGED OF ABOVE ABSTRACT/CERTIFICATE/SEARCH



BY

DUPLICATE

DATE SHIPPED	SHIPPED VIA
CUSTOMER NO. 002762	TERMS 30 DAYS
BILLING AUTHORIZED BY	

PLEASE MAKE YOUR CHECKS PAYABLE
TO **TICOR TITLE INSURANCE COMPANY**

Suite A, 7255 N.W. 19th Street
Miami, Florida 33126
Phone (305) 594-2171

ABSTRACTS:	FEE
	
b7E	
	

PLEASE PAY ON OR BEFORE DATES

PREPARED FOR:	
CUSTOMER NAME: F.B.I.	TICOR TITLE CERTIFICATE NUMBER: 262512
CUSTOMER ADDRESS - INCLUDE ZIP CODE 16320 N.W. 2nd Ave. N. Miami Beach, Fl. 33169	
ATTENTION: <div></div>	CUSTOMER FILE NUMBER / REFERENCE: 002762
b6 b7C	

LEGAL:

Unit No. 1904 of TOWERS OF QUAYSIDE NO. 1, a Condominium,
according to the Declaration thereof, and the exhibits
annexed thereto, recorded in Official Records Book
10986, at Page 1627, of the aforesaid Public Records.

Ticor Title Insurance Company has this day caused to be searched the Public Records of the County of Dade, State of Florida, with respect to the property legally described above in accordance to the terms exhibited on this Certificate and hereby certifies the last conveyance of record identifying the captioned property is described as follows: SPECIAL WARRANTY DEED, from Quayside Assoc. LTD to Diverlandia S.A. filed February 24, 1981, under Clerk's File No. 81R51539, recorded in O.R. Book 11025, at Page 362, of the aforesaid Public Records.

The following mortgages, liens and leases identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

NOTHING OF RECORD

Ticor Title Insurance Company has caused to be searched the following names for the period indicated in accordance to the terms exhibited on this certificate:

<u>NAMES</u>	<u>FROM</u>	<u>TO AND INCLUDING</u>
--------------	-------------	-------------------------

and find the following matters:

“NO NAME SEARCH MADE
AT CUSTOMER’S REQUEST”

Acceptance of this report shall evidence agreement with the Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents, thereof is limited to the sum of Five Hundred Dollars. (\$500.00).

Certificate

Ticor Title Insurance Company, hereby certifies that the foregoing Certificate of Search, was compiled by it from the Public Records of County of Dade, State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, indentifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Dade County, Florida, recorded in said office that identify the land shown on the caption of this Certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, indentifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), recorded in said office that identify the land shown on the caption of this caption of this Certificate by a land description. No search is made for security instruments, financing statement or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants, decrees removing disabilities of infants, decrees of free dealership, decrees for charge of name, decrees for divorce, decrees for dissolution of marriage, decree for annulment of marriage, certificate of incorporation, merger, dissolution, change of name and characters of corporations, partnerships and associations, appearing of record in the Office of the Clerk of Circuit Court of Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Dade County, Florida and/or Office of the Clerk of Circuit Court of Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE:

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporations as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 15726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this Certificate is limited to the twenty (20) years proceeding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to

hereto affixed at Miami, Florida, this 12th day of March

A.D., 1990

at 2:30 P. M.

TICOR TITLE INSURANCE COMPANY

Certificate No. 262512

av

b6
b7C



183B-mm-48896-1A17

OFF REC 110257 362

81R 51539 1981 FEB 24 PM 4:26

This Instrument Prepared By
NEIL STEVEN ROLLNICK, ESQ.
ROLLNICK, SCUTERO AND KATZ, P.A.
2699 South Bayshore Drive, Suite 700A
Miami, Florida 33133

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED, made this 4th day of February, 1981, between QUAYSIDE ASSOCIATES, LTD., a Florida Limited Partnership, hereinafter called Grantor, and DIVERLANDIA, S.A., a foreign corporation, whose Post Office address is Apt. 1904 1000 Quayside Terrace, Miami, Florida, 33138, hereinafter called Grantee.

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, their heirs and assigns forever, the following described Condominium Unit, lying and being in Dade County, Florida, to-wit:

Unit 1904 in The Towers of Quayside
No. 1 Condominium, according to the
Declaration recorded January 15, 1981
under Clerk's File No. 81R-12609 of
the Public Records of Dade County,
Florida.

This conveyance is subject to the following:

1. Real estate taxes and assessments for the current year and subsequent years.
2. Covenants, restrictions, conditions, limitations, reservations, rights of ingress and egress and easements of record and such other easements, encroachments, overlaps and boundary line disputes which an accurate survey would reveal or which are necessary for the development of the Towers of Quayside Condominium Project.
3. Covenants, conditions, restrictions, liens, terms and other provisions set forth in the Declaration of Condominium described above and each Exhibit attached thereto.
4. Existing zoning ordinances.
5. Any and all rights of the United States and/or the State of Florida arising by reason of the United States' control over navigable waters and the rights of the State of Florida in land and/or water of such nature.

Grantor hereby fully warrants title to the afore-described Unit and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance and recordation of this Deed, expressly and specifically accepts, covenants and agrees to be bound by and to assume performance of, all of the applicable provisions and requirements set forth in the Declaration of Condominium described above and in the Declaration of Covenants, Restrictions and Easements recorded among the Public Records, if and when applicable, including all Exhibits annexed to the respective Declarations and the Offering Circular, which provisions and requirements are acknowledged to be reasonable, and all of which are incorporated herein by this reference.

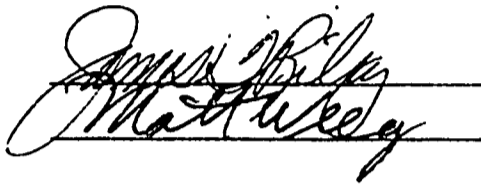
OFF REC 110257 363

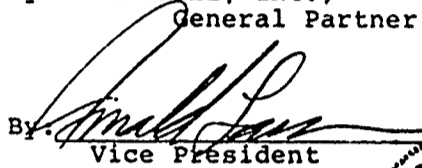
IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed & Delivered
in the Presence of:

QUAYSIDE ASSOCIATES, LTD., a
Florida Limited Partnership

By: LA VILLE, INC.,
General Partner

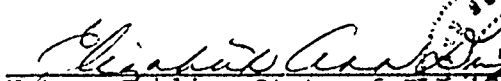


By: 
Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DADE) ss:

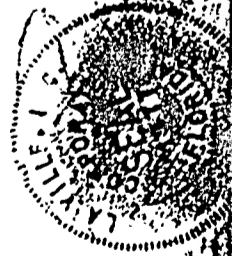
The foregoing instrument was acknowledged before me this 4th day of February, 1981, by Ronald K. Lavan, as Vice President of LaVille, Inc., the General Partner of Quayside Associates, Ltd., a Florida Limited Partnership, on behalf of the corporation.


Notary Public, State of Florida

My Commission Expires JAN. 24, 1982
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 24, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

RICHARD P. BRINKER,
CLERK CIRCUIT COURT



TICOR TITLE INSURANCE

(Duplicate)

INVOICE NO.

262514

DATE 03/16/90

ORDERED BY

b6

PHONE NO.

b7C

SENT TO

BILLED TO F.B.I.

16320 N.W. 2nd AVENUE
N. MIAMI BEACH, FL 33169

RE: 2002309

LEGAL: UNIT 616 CONNORDE PLAZA ORD 7076/259

*Sent to vouchers
3/19/90 227*

☐ ADDITIONAL ABSTRACTS:

YOUR SIGNATURE ON THIS RECEIPT MAKES YOU RESPONSIBLE FOR
PAYMENT OR REPLACEMENT OF THE ATTACHED ABSTRACT, INCLUDING
ALL REASONABLE COSTS AND ATTORNEYS FEES.

RECEIPT IS HEREBY ACKNOWLEDGED OF ABOVE ABSTRACT/CERTIFICATE/SEARCH

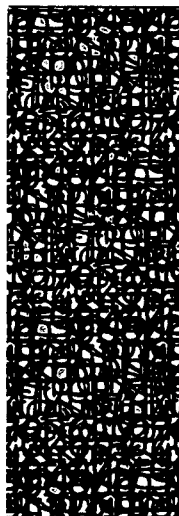
BY

DUPLICATE

DATE SHIPPED	SHIPPED VIA
CUSTOMER NO. 002762	TERMS 30 DAYS
BILLING AUTHORIZED BY	

PLEASE MAKE YOUR CHECKS PAYABLE
TO **TICOR TITLE INSURANCE COMPANY**

Suite A, 7255 N.W. 19th Street
Miami, Florida 33126
Phone (305) 594-2171

	ABSTRACTS:	FEE
	b7E	

PLEASE PAY ON OR BEFORE CLOSING

PREPARED FOR:**CUSTOMER NAME:**

F.B.I.

TICOR TITLE CERTIFICATE NUMBER:

262514

CUSTOMER ADDRESS - INCLUDE ZIP CODE

16320 N.W. 2nd Ave. N. Miami Beach, Fl. 33169

ATTENTION:

b6

b7C

CUSTOMER FILE NUMBER / REFERENCE:

002762

LEGAL:

Unit No. 616, of COMMODORE PLAZA, a Condominium, according to the Declaration thereof, and the exhibits annexed thereto, recorded in Official Records Book 7078, at Page 259, of the aforesaid Public Records.

Ticor Title Insurance Company has this day caused to be searched the Public Records of the County of Dade, State of Florida, with respect to the property legally described above in accordance to the terms exhibited on this Certificate and hereby certifies the last conveyance of record identifying the captioned property is described as follows: WARRANTY DEED, from 4000 Island Blvd. Associates LTD to Santo Vita and Anna Vita, his wife, filed November 6, 1987, under Clerk's File No. 86R425287, recorded in O.R. Book 13472, at Page 1317, of the aforesaid Public Records.

The following mortgages, liens and leases identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

	<u>INSTRUMENT</u>	<u>FILED</u>	<u>CLERK'S FILE NO.</u>	<u>BOOK/PAGE</u>	<u>AMOUNT</u>
1.	MTG from Santo Vita and Anna Vita, his wife to Home Savings of America F.A.	11-06-87	87R425288	13472/1319	\$40,000.00

Ticor Title Insurance Company has caused to be searched the following names for the period indicated in accordance to the terms exhibited on this certificate:

<u>NAMES</u>	<u>FROM</u>	<u>TO AND INCLUDING</u>
SANTO VITA	BEGINNING	DATE
ANNA VITA	BEGINNING	DATE

and find the following matters:

NOTHING OF RECORD

Acceptance of this report shall evidence agreement with the Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents, thereof is limited to the sum of Five Hundred Dollars. (\$500.00).

Certificate

Ticor Title Insurance Company, hereby certifies that the foregoing Certificate of Search, was compiled by it from the Public Records of County of Dade, State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, indentifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Dade County, Florida, recorded in said office that identify the land shown on the caption of this Certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, indentifying the land described in the caption hereof and appearing of record in the Office of the Circuit Court of Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), recorded in said office that identify the land shown on the caption of this caption of this Certificate by a land description. No search is made for security instruments, financing statement or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants, decrees removing disabilities of infants, decrees of free dealership, decrees for charge of name, decrees for divorce, decrees for dissolution of marriage, decree for annulment of marriage, certificate of incorporation, merger, dissolution, change of name and charters of corporations, partnerships and associations, appearing of record in the Office of the Clerk of Circuit Court of Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Dade County, Florida and/or Office of the Clerk of Circuit Court of Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgagees or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE:

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporations as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 15726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this Certificate is limited to the twenty (20) years proceeding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to

hereto affixed at Miami, Florida, this 13th day of March

A.D., 1990

at 2:30 P.M.

TICOR TITLE INSURANCE COMPANY

Certificate No. 262514

av



183B-mm-48896-1A17

396.00

1987 NOV -6 PM 4: 12

87R425287

Record and Return To:

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Name Susan K. Robin, Esq.
Young, Stern & Tannenbaum, P.A.
Address 17071 W. Dixie Highway
N. Miami Beach, Florida 33160

OFF
PER 13472 PS 1317

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 3rd day of November 1987, Between
4000 ISLAND BOULEVARD ASSOCIATES, LTD., a Florida Limited Partnership

of the County of Dade, State of Florida, grantor*, and
SANTO VITA and ANNA VITA, husband and wife

whose post office address is 2780 N.E. 183rd Street, #616, North Miami Beach, FL 33180

of the County of Dade, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100-----
(\$10.00)-----Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

Unit 616, Century Building, of COMMODORE PLAZA, a Condominium, according to the Declaration of Condominium thereof, recorded under Official Records Book 7078, Page 259 of the Public Records of Dade County, Florida, together with all appurtenances thereto, including an undivided interest in the common elements of said Condominium as set forth in the Declaration.

1. Real Estate taxes for the year 1987 and subsequent years.
2. Conditions, restrictions, limitations and easements of record.
3. The terms and conditions of the Declaration of Condominium described above and each and every exhibit attached thereto, and any amendments thereto.
4. Zoning and subdivision ordinances of Dade County, Florida.

Documentary Stamps Collected \$ 396.00
\$ --- SURTAX Doc. Stamps Collected
Class "C" Intangible Tax Collected \$ ---
Richard P. Brinker, Clerk, Dade County, Fla.
By W. Alquist 11-6-87 DC

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence

4000 ISLAND BOULEVARD ASSOCIATES, LTD., a Florida Limited Partnership (Seal)

4000 ISLAND BOULEVARD, INC., a Florida corporation and general partner (Seal)

By: ALAN MATUS (Seal)
ALAN MATUS, Executive Vice President (Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ALAN MATUS, Executive Vice President of 4000 ISLAND BOULEVARD, INC., a Florida corporation and general partner of 4000 ISLAND BOULEVARD ASSOCIATES, LTD. to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November 1987.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXPIRES 12/31/1990.
BONDED THRU NOTARY PUBLIC UNDERWRITER

Notary Public

10.50

OFF REC 13472 PG 1318

CONSENT TO SALE

KNOW ALL MEN BY THESE PRESENTS THAT COMMODORE PLAZA
CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under
the laws of the State of Florida, through a duly designated officer,
did on the _____ day of _____ 1978, approve the sale
of Condominium Unit # 616 in the Century Building
by Williams Island
to Mr. & Mrs. Santo Vita ~~XXXXXXXXXXXXXXXXXXXX~~

IN WITNESS WHEREOF, I have hereunto set my hand and
seal the 2nd day of October 1987 as Secretary
of the said non-profit corporation.

COMMODORE PLAZA
CONDOMINIUM ASSOCIATION, INC.

BY: [Signature] (Title) Secretary (SEAL)

SWORN TO AND SUBSCRIBED before me
the day and year last above written.

[Signature] (SEAL)
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 17, 1988
Shall Renewed Every Two Years

RECORDED IN OFFICIAL RECORDS BOOK
OF DUDE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

On the above Condominium Unit: Monthly Maintenance \$233.00
Mortgage Note Payment \$60.55 Special Assessment \$172.45
and is paid through 31 day of October, 1987

THIS INSTRUMENT PREPARED BY:

LOAN NO. 839237-5

P. ARRIOLA

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

Record and Return To:

Susan K. Robin, Esquire

Young, Stern & Tannenbaum, P.A.

17071 West Dixie Highway

North Miami Beach, FL 33160

OFF REC 13472 PG 1319

ADJUSTABLE RATE MORTGAGE LOAN

This Mortgage, made this 4th day of NOVEMBER 1987, between the Mortgagor,

SANTO VITA AND ANNA VITA, HIS WIFE

herein called Borrower whose address is

2780 N.E. 183RD STREET, #616

NORTH MIAMI BEACH, FL.

33160

and the Mortgagee, HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WHEREAS, Borrower is indebted to Lender in the principal sum of 40,000.00

FORTY THOUSAND AND NO/100

Dollars,

which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for payment of principal and interest;

NOW THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of DADE in the State of Florida:

UNIT 616, CENTURY BUILDING, OF COMMODORE PLAZA, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED UNDER OFFICIAL RECORDS BOOK 7078, PAGE 259 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH ALL APPURTENANCES THERETO, INCLUDING AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN THE DECLARATION.

Documentary Stamps Collected \$ 60.00

\$ SURTAX Doc. Stamps Collected

Clays "C" Intangible Tax Collected \$ 80.00

Richard P. Brinker, Clerk, Dade County, Fla.

By W. C. Cusack 11-6-87 DC

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects said property. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder are hereinafter referred to as "such property".

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to mortgage, grant and convey such property, that such property is unencumbered, and that Borrower will warrant and defend generally the title to such property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in such property.

FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of \$ 40,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of NOVEMBER 10, 2017 made by Borrower,

payable to Lender or order, and all modifications, extensions or renewals thereof (2) Payment of such additional sums with interest thereon: (a) as may be hereafter borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes reciting it or they are so secured and all modifications, extensions or renewals thereof, or (b) as may be incurred, paid out, or advanced by Lender or may otherwise be due to Lender, under any provisions of this Mortgage and all modifications, extensions or renewals thereof (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any construction loan agreement or other agreement between Borrower and Lender relating to such property (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions or restrictions pertaining to such property, and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within ninety (90) days after such written request is made (7) At Lender's option, payment with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower) to such property due to Lender, whether created directly or indirectly by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a note or instrument signed by Borrower or any successor in interest of Borrower (8) Performance of all agreements of Borrower to Lender, for any sums to the Lender whether or not herein set forth (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby

1987 NOV -5 PM 4:12

87R425288

9.5

OFF REC 13472-1320

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

(1) **Construction or Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Borrower by certified or registered mail, sent to his last known address, or by personal delivery of the same; and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including damage from termites and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property; to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) **Fire and Casualty Insurance.** To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of this Mortgage. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any judicial sale held hereunder.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) **Taxes and Other Sums Due.** To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special city and county taxes, and all assessments on water stock, affecting such property; (b) when due, all special assessments for public improvements, without permitting any improvement bond to issue for any special assessment; and (c) on demand of Lender but in no event later than the date such amounts become due: (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior hereto; (2) all costs, fees and expenses of this Mortgage whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made; (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property and agrees that Lender, in the name of Borrower, may contest by appropriate proceedings such increase in assessment. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount of basis of assessment of such property, or the availability of any exemption to which Borrower is or may be entitled.

(6) **Impounds.** To pay to Lender, if Lender shall so request, unless waived in writing by Lender, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property, or (b) in connection with any condemnation for public use of or injury to such property or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said property or any part thereof including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) **Disposition of the Proceeds of any Insurance Policy, Condemnation or Other Recovery.** The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, or under or with any condemnation for public use of or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby, and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) **Litigation.** Borrower shall defend this Mortgage in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, or purporting to affect the lien hereof or purporting to affect the rights or powers of Lender, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property, and Lender is hereby authorized, without obligation so to do, to prosecute or defend any such action whether brought by or against Borrower or Lender, or with or without suit to exercise or enforce any other right, remedy or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding and Lender may appear in any action or proceeding and retain counsel therefor, and take such action therein as either may be deemed best, or may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums as either may deem necessary. Whether or not Borrower appears or defends, Borrower on demand shall pay the cost and expenses of such action or proceeding, including reasonable attorneys' fees of Lender including costs of evidence of title, in any such action or proceeding, which Lender may appear by virtue of being made a party defendant or otherwise, and irrespective of whether the interest of Lender in such property or the rights or powers hereunder may be affected by such action, including, but not limited to any action for condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

(10) **Loan on Leasehold Estate.** If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to amend, change or modify his leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained.

(11) **Prepayment Charge.** Should any note or obligation secured hereby provide any fee for prepayment of any of the indebtedness secured hereby, to pay said fee notwithstanding Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

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(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required by this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power, pay necessary expenses including but not limited to reasonable attorney's fees. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Mortgage.** To pay immediately upon demand any sums advanced or paid by Lender under any clause or provision of this Mortgage Any such sum until so repaid shall be secured hereby and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time as such indebtedness, and such sum and interest thereon shall be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **No Waiver by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Borrower, Borrower was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(17) **Transfer of the Property; Assumption; Acceleration Clause; Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same, due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily, or leases such property, or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property, or drills or extracts or enters into a lease for the drilling for or extracting of oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property; or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred, or (c) Borrower is a corporation and more than 25% of the corporation stock thereof is sold, transferred or assigned during a 12 month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(18) **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 28 hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

(19) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(20) **Right to Collect and Receive Rents and Profits.** Upon any default by Borrower, in payment of any indebtedness secured hereby or in the performance of any agreement hereunder or upon abandonment of such property, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof, make, cancel, enforce or modify leases; obtain and collect rents, set or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same to payment of costs and expenses of operation and collection, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to payment of any indebtedness secured hereby and in such order as Lender may determine; and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues and profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(21) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Lender or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by it, and it may pursue noncumulative remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Lender's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby, and the Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impound held by Lender under paragraph (6) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(22) **Power of Lender.** Without affecting the liability of any person, including Borrower, for the payment of any indebtedness secured hereby, or the lien of this mortgage upon any remainder of such property for the full amount of any indebtedness then or thereafter secured hereby, or the rights or powers of Lender with respect to the remainder of such property (other than any person or property specifically released by Lender, Lender from time to time, without liability therefor and without notice to Borrower, may do any one or more of the following: (a) release any additional security for the indebtedness secured hereby; (b) extend the time or otherwise alter the terms of payment of such indebtedness; (c) accept additional security; (d) substitute or release any property securing such indebtedness; (e) consent to the making of any map or plat thereof; (f) join in granting any easement thereon; or (g) join in any extension agreement subordinating or otherwise affecting the lien or charge hereof.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder; and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

(24) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver in writing, such further additional information as required by Lender relating to any such financial statements.

(25) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(26) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits or any applicable law, regulation or procedure which provides or substantially provides that, where the cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equate, and that the other person's independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(27) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes secured hereby, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, or in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, or in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender shall have the right to declare the indebtedness secured by this Mortgage due and payable immediately after the maturity date specified in the note or notes.

(28) **Future Advances.** It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns, within twenty (20) years from the date hereof, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of \$ 115,200.00, plus interest thereon and any and all disbursements made for the payment of taxes, levies or insurance on

the property covered by the lien of this Mortgage with interest on such disbursements at the rates specified in the Note referred to in this Mortgage. Such further or future advances shall be wholly optional with the Lender and the same shall bear interest at the same rate as specified in the note referred to herein, unless and until said interest rate shall be modified by subsequent agreement. Any such future or further advances which may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns, in accordance with this paragraph shall be secured by this Mortgage to the same extent as if such future or further advances were made on the date of the execution hereof, irrespective of whether the note and Mortgage are in default or whether the note is past maturity and is due and payable in its entirety.

(29) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(30) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement and shall not be used in construing it.

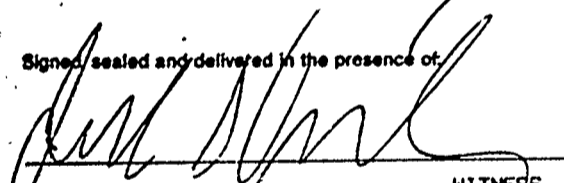
(31) **Adjustable Rate Mortgage Provisions.** The note which this Mortgage secures contains provisions which permit: (a) increases and decreases to the rate of interest provided in the note on a monthly basis; (b) increases and decreases to the monthly payment of principal interest on a yearly basis; (c) a limitation on increases and decreases to said monthly payment amount; and (d) increases in the outstanding principal amount due on the loan. Reference is made to said note for a complete description of the adjustable rate terms of the indebtedness secured by this Mortgage.


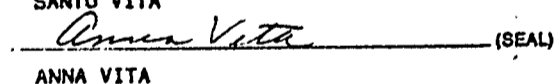
(32) **Attorney's Fees.** As used in this Mortgage and in the note "attorney's fees" shall include attorney's fees throughout all appeals.

(33) **Security Agreement.** This Mortgage shall also constitute and serve as a "Security Agreement" within the meaning of and shall create a security interest under Florida's Uniform Commercial Code, the secured party being herein referred to as "Lender" and Debtor being herein referred to as "Borrower." The Borrower agrees to and shall execute and deliver to the Lender such "Financing Statements" and such further assurances as the Lender may, from time to time, consider necessary to create, perfect and preserve the Lender's lien upon all rents, insurance proceeds, condemnation awards, and other personal property herein described and all additions, substitutions, replacements and accessions thereto, and all proceeds of its or their sale or other disposition. The Lender, at the expense of the Borrower, may cause such Financing Statements and assurances to be recorded and rerecorded, filed and refiled, and renewed or continued, at such times and places as may be required or permitted by law to create, perfect and preserve such liens. In the event the Borrower fails to promptly execute and return to the Lender such Financing Statements as the Lender may require to create, preserve and perfect its lien, the Borrower shall and does hereby designate the Lender to act as the Borrower's agent for the sole and limited purpose of executing such Financing Statements and any such execution by the Lender pursuant to this Agreement shall be effective and binding upon the Borrower as though executed originally by the Borrower. The Borrower's designation as agent hereunder shall not be subject to revocation until the note is paid in full. The Lender shall have all the rights, with respect to all property encumbered hereby, afforded to the Lender under the Florida Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded to the Lender by the Mortgage. Any after-acquired personal property or fixtures used in connection with said property shall be encumbered by the lien of this Mortgage, and if appropriate or desired by the Lender, new Financing Statements covering the same shall be executed by the Borrower and forwarded to the Lender with the cost of recording same.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

Signed, sealed and delivered in the presence of:


Susan K. Robin
WITNESS


Santo Vita (SEAL)
SANTO VITA

Anna Vita (SEAL)
ANNA VITA

LOAN NO. 839237-5
STATE OF FLORIDA

COUNTY OF DADE

SS

The foregoing instrument was acknowledged before me this 4th day of November, 1987

by

SANTO VITA AND ANNA VITA, HIS WIFE


NOTARY PUBLIC, State of Florida, at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 21, 1990.
BONDED THRU NOTARY PUBLIC UNDERSWITERS

FILED IN OFFICIAL RECORDS
CLERK CIRCUIT COURT

TICOR TITLE INSURANCE

(Duplicate)

INVOICE NO.

262915

DATE 03/16/90

ORDERED BY

b6
b7C

PHONE NO.

SENT TO

BILLED TO F.B.I.
16320 N.W. 2nd AVENUE
N. MIAMI BEACH, FL 33169

RE: 2002309

LEGAL: L3 B7 DOONE GLEN THIRD ADON PG 75/82

*Sent to vouchers
3/19/90 R27*



ADDITIONAL ABSTRACTS:

YOUR SIGNATURE ON THIS RECEIPT MAKES YOU RESPONSIBLE FOR
PAYMENT OR REPLACEMENT OF THE ATTACHED ABSTRACT, INCLUDING
ALL REASONABLE COSTS AND ATTORNEYS FEES.

RECEIPT IS HEREBY ACKNOWLEDGED OF ABOVE ABSTRACT/CERTIFICATE/SEARCH


BY

DUPLICATE

DATE SHIPPED	SHIPPED VIA	
CUSTOMER NO.	TERMS	
002762	30 DAYS	
BILLING AUTHORIZED BY		

PLEASE MAKE YOUR CHECKS PAYABLE
TO **TICOR TITLE INSURANCE COMPANY**

Suite A, 7255 N.W. 19th Street
Miami, Florida 33126
Phone (305) 594-2171

	ABSTRACTS:	FEE

b7E

PLEASE PAY ON OR BEFORE CLOSING

PREPARED FOR:

CUSTOMER NAME:

F.B.I.

TICOR TITLE CERTIFICATE NUMBER:

262515

CUSTOMER ADDRESS - INCLUDE ZIP CODE

16320 N.W. 2nd Ave. N. Miami Beach, Fl. 33169

ATTENTION:

b6
b7C

CUSTOMER FILE NUMBER / REFERENCE:

002762

LEGAL:

Lot 3, in Block 7, of ROSE GLEN THIRD ADDITION, according to the Plat thereof, reocrded in Plat Book 75, at Page 82, of the Public Records of Dade County, Florida.

Ticor Title Insurance Company has this day caused to be searched the Public Records of the County of Dade, State of Florida, with respect to the property legally described above in accordance to the terms exhibited on this Certificate and hereby certifies the last conveyance of record identifying the captioned property is described as follows: WARRANTY DEED, from Martin B. Goodman and Barbara B. Goodman, his wife to Josephine M. Trafficante, filed July 28, 1967, under Clerk's File No. 67R115319, of the aforesaid Public Records.

The following mortgages, liens and leases identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

	<u>INSTRUMENT</u>	<u>FILED</u>	<u>CLERK'S FILE NO.</u>	<u>BOOK/PAGE</u>	<u>AMOUNT</u>
1.	MTG from Martin B. Goodman and Barbara B. Goodman, his wife to Dade Federal Savings and Loan Assn.	06-14-67	67R91213		\$20,400.00
2.	MTG from Josephine M. Trafficante to Clerk of U.S.A. District Court, Southern District of Florida.	06-08-81	81R152130	11123/940	\$125,000.00
3.	MTG/SAT from Clerk of U.S.A. District Court, Southern District of Florida (ref; 11123-940).	07-29-87	87R291705	13361/2689	\$125,000.00
4.	MTG from Josephine M. Trafficante, a single woman to J.I. Kislack Mortgage Corp.	04-29-88	88R148495	13663/112	\$35,000.00
5.	AFF/IDN from Josephine M. Trafficante	04-29-88	88R148496	13663/116	
6.	MTG/SAT from Kislak National Bank (ref; 5523-268).	05-10-88	88R161927	13673/3428	
7.	MTG/ASN from J.I. Kislack Mortgage Corp. to FederalHOMe Loan Mortgage Corp. (ref; 13663-112)	02-07-89	89R43836	13987/2065	

Ticor Title Insurance Company has caused to be searched the following names for the period indicated in accordance to the terms exhibited on this certificate:

<u>NAMES</u>	<u>FROM</u>	<u>TO AND INCLUDING</u>
JOSEPHINE M. TRAFFICANTE	BEGINNING	DATE

and find the following matters:

NOTHING OF RECORD

Acceptance of this report shall evidence agreement with the Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents, thereof is limited to the sum of Five Hundred Dollars. (\$500.00).

Certificate

Ticor Title Insurance Company, hereby certifies that the foregoing Certificate of Search, was compiled by it from the Public Records of County of Dade, State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, indentifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Dade County, Florida, recorded in said office that identify the land shown on the caption of this Certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, indentifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), recorded in said office that identify the land shown on the caption of this caption of this Certificate by a land description. No search is made for security instruments, financing statement or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants, decrees removing disabilities of infants, decrees of free dealership, decrees for charge of name, decrees for divorce, decrees for dissolution of marriage, decree for annulment of marriage, certificate of incorporation, merger, dissolution, change of name and charters of corporations, partnerships and associations, appearing of record in the Office of the Clerk of Circuit Court of Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Dade County, Florida and/or Office of the Clerk of Circuit Court of Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE:

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporations as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 15726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this Certificate is limited to the twenty (20) years proceeding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to

hereto affixed at Miami, Florida, this 12th day of March

A.D., 19 90

at 2:30 P. M.

TICOR TITLE INSURANCE COMPANY



Certificate No. 262515

av

b6
b7c



183B-mm-48896-1A17

1987 JUL 29 PM 1:05

87R291705

SATISFACTION OF MORTGAGE

FILE 13361 PG 2689

RANCO FORM 224

Satisfaction of Mortgage

Know All Men By These Presents: That, *Lee Nihan*, Clerk, U.S. District Court, Southern District of Florida

the owner and holder of a certain mortgage deed executed by JOSEPHINE M. TRAFFICANTE to CLERK, UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA

bearing date the 5th day of June, A.D. 1987 recorded in Official Records Book 11123, page 940, in the office of the Clerk of the Circuit Court of Dade County, State of Florida, securing a certain note in the principal sum of One Hundred Twenty Five Thousand and NO/100 (\$125,000.00) Dollars, and certain premises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

Lot 3, Block 7, of ROSE GLENN 3rd ADDITION, according to the Plat thereof, recorded in Plat Book 75, Page 82 of the Public Records of Dade County, Florida; and the furnishings in said household; these premises are located at 740 155th Street, North Miami, Florida.

WE HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN THE OFFICE OF THE CLERK OF THE U.S. DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA, ON JULY 29, 1987.
RICHARD P. GINNEER
CLERK OF COURT

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

Witness my hand and seal, this 22 day of April, A.D. 1987.

Signed, Sealed and Delivered in Presence of:

Appie M. Williams
Rose Trafficante

Clerk, U.S. District Court,
Southern District of Florida

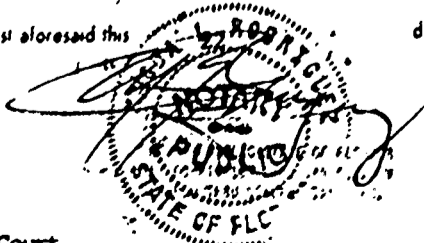
By: *Lee Nihan*
Lee Nihan, Deputy Clerk

STATE OF FLORIDA,
COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Lee Nihan, Deputy Clerk, U.S. District Court, Southern District of Florida

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same

WITNESS my hand and official seal in the County and State last aforesaid this April day of April A.D. 1987



Clerk, U.S. District Court
301 N. Miami Avenue
Miami, Florida 33128-7788

1988 APR 29 PM 2:42
OFF REC 13663 116
AFFIDAVIT

88R148496

STATE OF FLORIDA
COUNTY OF DADE

ON THIS DAY, the 25th day of April, 1988, personally appeared before me, JOSEPHINE M. TRAFFICANTE, who upon first being duly sworn on oath, deposes and says:

1. Affiant is above the age of eighteen years, under no legal disability and a resident of Dade County, Florida.
2. Affiant is the fee simple title owner and is in sole possession to the following described real property:
Lot 3, Block 7, of ROSE GLEN, THIRD ADDITION, according to the plat thereof, as recorded in Plat Book 75, at Page 82, of the public Records of Dade County, Florida.
3. Affiant is making this Affidavit to induce J.I. KISLAK MORTGAGE CORPORATION in securing a First Mortgage on the above described real property.

FURTHER AFFIANT SAYETH NAUGHT.

Josephine M. Trafficante
JOSEPHINE M. TRAFFICANTE

SWORN TO AND SUBSCRIBED before me this 25th day of April, 1988

Patricia L. Cardenas
NOTARY PUBLIC, STATE OF
FLORIDA

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 28, 1991
BONDED THRU GENERAL INS. UND.

RECORDED IN OFFICIAL PLANNING BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

620

52.50

1988 APR 29 PM 2:42

88R148495

DEF 13663 REC 112

THIS INSTRUMENT PREPARED BY:

CASTRO RAMIREZ & NETSCH, P.A.
 1001 So. Bayshore Drive 24th floor West
 Miami, Florida 33131

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 25,**
 19 88 The mortgagor is **JOSEPHINE M. TRAFFICANTE**, a single woman,

("Borrower"). This Security Instrument is given to **J.I. KISLAK MORTGAGE**
CORPORATION, Florida, and whose address is
 which is organized and existing under the laws of

7900 Miami Lakes Drive West, Miami Lakes, FL 33016-5897 ("Lender").
 Borrower owes Lender the principal sum of **THIRTY FIVE THOUSAND AND NO/100**

----- Dollars (U.S. \$ **35,000.00**) This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on **MAY 1, 2018**. This Security
 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
 extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
 security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
 Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
 described property located in _____ Dade _____ County, Florida:

Lot 3, Block 7, of ROSE GLEN, THIRD ADDITION,
 according to the Plat thereof, as recorded in
 Plat Book 75, at Page 82, of the Public Records
 of Dade County, Florida.

Documentary Stamps Collected \$ **52.50**
 \$ **52.50** Doc. Stamps Collected
 Class "C" Intangible Tax Collected \$ **1.00**
 Richard P. Banaer, Clerk, Dade County, Fla.
 By **[Signature]** Date **4-29-88**

which has the address of **740 N.E. 155th Street** Miami
 (Street) (City)
 Florida **33162** ("Property Address");
 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
 hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
 foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
 Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FLORIDA—Single Family—FHA/THLMC UNIFORM INSTRUMENT

100-89(FL) 12700

VMP MORTGAGE FORMS • 313/293 8100 • 800/571 7291

Form 3010 12/83
Amended 8/87

1950

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

REC 13663 115

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 2-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Patricia L. Calderon

Josephine M. Trafficante (Seal)
JOSEPHINE M. TRAFFICANTE -Borrower

Manuel A. Ramirez

_____(Seal)
_____-Borrower

_____(Seal)
_____-Borrower

_____(Seal)
_____-Borrower

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA,

Date

County as:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared JOSEPHINE M. TRAFFICANTE, a single woman,

, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 25th day of April, 19 88

My Commission expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/91
PLACES THIS GENERAL 1/2 1/2

Patricia L. Calderon
Notary Public

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINCKER
CLERK CIRCUIT COURT

J.T.K. # 762669-0
INV# 802-91159A-1650688362

13673-3428

SATISFACTION OF MORTGAGE

The undersigned owner and holder of a certain mortgage given by
MARTIN B. GOODMAN AND BARBARA B. GOODMAN HIS WIFE,
to DADE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI
bearing date the 14 day of JUNE, 19 67 and recorded in Official Records
Book 5523 at Page 268, of the Public Records of DADE
County, Florida upon the following described property, situate, lying and being in
DADE County, Florida:

LOT 3, IN BLOCK 7, OF ROSE GLEN THIRD
ADDITION, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 75, AT PAGE 82,
OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

THIS MORTGAGE IS EXECUTED SIMULTANEOUSLY
WITH A CONSTRUCTION LOAN AGREEMENT, WHICH
IS EXPRESSLY REFERRED TO AND MADE A PART
HEREOF.

has received full payment of said promissory note, acknowledged satisfaction of said
mortgage and hereby direct the Clerk of the Circuit Court of the above described county
to cancel the same of record.

Witness the execution hereof by the KISLAK NATIONAL BANK
through its duly authorized Attorney-in-Fact, whose
appointment was published in Book 13068 Page 1124.

Executed this 4 day of MAY, 1988.

Signed, sealed and delivered in the

J. I. Kislak Mortgage Service Corporation
as Attorney-in-Fact for

presence of:

MIRELLA NUNEZ

OLGA BARRIOS
STATE OF FLORIDA
COUNTY OF DADE

By:

RUSSELL WATTS,

The foregoing instrument was acknowledged before me this 4 day
of MAY, 19 88 by RUSSELL WATTS,

Vice President of J. I. Kislak Mortgage Service Corporation, a Florida Corporation, on behalf
of the Corporation.

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY: GLORIA DIAZ
KISLAK MORTGAGE SERVICE CORPORATION
7900 MIAMI LAKES DRIVE WEST
MIAMI LAKES, FL 330165897.

PA-36B
10-86-1

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 15, 1991
BONDED THRU GENERAL INS. CO.

88 MAY 10 PM 1:10

88R161927

POA

1983 FEB -7 AM 11:04

89R043836

3468038

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that ^{OFF} REC 13987 PG 2065

J. I. KISLAK MORTGAGE CORPORATION

a corporation existing under the laws of the state of Florida, party of the first part, in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations in lawful money of the United States to

it in hand paid by ^{Atlanta, Ga. 30339} FEDERAL Home Loan Mortgage Corporation 2839 Paces Ferry Rd. Suite 2700

party of the second part, at or before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain indenture of mortgage bearing date

April 25, 1988 made by Josephine M. Trafficante

and recorded in official records book 13663 page 112 or
under clerk's file number public records of
county, Florida, upon the following described piece or parcel of
land situated and being in Dade county, state of Florida, to
wit:

Lot 3 Block 7
Rose Glen Third Addition
according to the Plat thereof, recorded in
plat book 75 at page 82
public records of Dade
County, Florida.

Together with the Note or obligation described in said Mortgage, and the money due and to become due thereof, with interest accrued and owing thereon.

To have and to hold the same unto the said party of the second part, its successors and assigns forever, the said party of the first part has caused these presents to be signed in its name by its Asst. Vice President, and its corporate seal to be affixed, attested by its Assistant Secretary this
12th day of May, 1988

ATTEST:

J. I. KISLAK MORTGAGE CORPORATION

Rita M. Martell
Assistant Secretary
Rita M. Martell

By: Barbara Gaiter
Asst. Vice President
Barbara Gaiter

STATE OF FLORIDA)
COUNTY OF DADE)

I, an officer duly authorized to take acknowledgements of Deeds according to the laws of the State of Florida, duly qualified and acting, hereby certify that

Barbara Gaiter

and

Rita M. Martell

respectively as Asst. Vice President and Assistant Secretary of J. I. KISLAK MORTGAGE CORPORATION, a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing assignment of mortgage as such officers of said corporation, and that they affixed hereto the official seal of the said corporation; and I further certify that I know the said persons making said acknowledgements to be the individuals described in and who executed said assignment of Mortgage.

I WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, Dade County and state, this 12th day of May, 1988

Rosey Gonzalez
This instrument was prepared by
Rosey Gonzalez
an employee and/or officer of
J. I. Kislak Mortgage Corporation
7900 Miami Lakes Dr. West.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEP 2, 1989
EXPIRATION DATE: 9/2/89

21 - Fl.
an Delivery
v. 4/19/83

81R152130

RECORDED

OFF REC 11123 PG 940

This Indenture

Made this 5th day of June, A. D. 19 81.

Between JOSEPHINE M. TRAFFICANTE

hereinafter called the Mortgagor, and CLERK, UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF FLORIDA

hereinafter called the Mortgagee,

Witnesseth, That the said Mortgagor, for and in consideration of the sum of One Dollar to it in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, granted, bargained and sold to the said Mortgagee, its heirs and assigns, forever, the following described land, situate, lying and being in the County of Dade, State of Florida, to-wit:

Lot 3, Block 7, of ROSE GLEN 3rd ADDITION, according to the Plat thereof, recorded in Plat Book 75, Page 82 of the Public Records of Dade County, Florida; and the furnishings in said household; these premises are located at 740 155th Street, North Miami, Florida.

This Mortgage is given to secure the appearance bond of SANTO TRAFFICANTE in Case No. 81-230-Cr-ALH. (Attached is Appearance Bond).

and the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided Always, That if said Mortgagor, her heirs, legal representatives or assigns, shall pay unto the said Mortgagee, its legal representatives or assigns, a certain promissory note dated the 5th day of June, A. D. 1981, for the sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100----- Dollars, payable upon demand

~~XXXXXXXXXX~~

signed by JOSEPHINE M. and SANTO

TRAFFICANTE and shall pay all sums payable hereunder, and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums reasonably required, and all costs and expenses including a reasonable attorney's fee, which said Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

In Witness Whereof, the said Mortgagor hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us:

Henry Gonzalez
Antonio J. Delgado

Josephine M. Trafficante
JOSEPHINE M. TRAFFICANTE

This Instrument prepared by: Henry Gonzalez, Esq.
Address 620 Madison Street
Tampa, Florida 33602

Witness
Signature

OFF REC 11123 PG 941

State of FLORIDA
County of DADE

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
JOSEPHINE M. TRAFFICANTE

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 5th day of June, A. D. 1981.

Walter Dyer
Notary Public,
My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LAW
MY COMMISSION EXPIRES JUNE 2 1983
BONDED THRU GENERAL INS. UNDERWRITER



RECORDED IN OFFICIAL RECORDS BOOK
OF DALLAS COUNTY, TEXAS
BY: 688 VERIFIED
RICHARD P. BRINKER,
CLERK, CIRCUIT COURT

Date

From

Mortgage Deed
SHORT FORM

NAMCO FORM 87A

LOS FOS
16-35 STATE
2-15 REC

OFF 5576-383

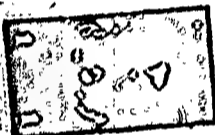
Warranty Deed

THIS INDENTURE, made this 27th day of June, 1967, between
MARTIN B. GOODMAN and BARBARA B. GOODMAN, his wife,

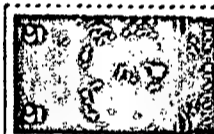
of the County of Dade, State of Florida, hereinafter called grantor, and
JOSEPHINE M. TRAFFICANTE

hereinafter called grantee, whose post office address is 740 N. E. 155th St., Miami
of the County of Dade, State of Florida;

WITNESSETH, that the grantor, for and in consideration of the sum of ten dollars
and other good and valuable considerations paid to grantor by grantee, receipt whereof is
hereby acknowledged, has granted, bargained and sold to the grantee and to the heirs,
successors and assigns of the grantee, in fee simple forever, the following described
real property:



Lot 3, Block 7, of ROSE GLEN 3RD ADDITION,
according to the Plat thereof, recorded in Plat
Book 75, Page 82 of the Public Records of
Dade County, Florida;



This deed is subject to taxes for the current and subsequent years, conditions,
restrictions, limitations, easements of record and applicable zoning ordinances.

This deed is further subject to that certain mortgage in favor of Dade Federal
Savings and Loan Association, dated June 14, 1967, in the original principal
sum of \$20,400, the balance of which mortgage the grantee herein assumes and
agrees to pay.

State of Florida, County of Dade.
I, E. B. LEATHERMAN, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records of Dade County, Florida, Book 75, Page 82.

E. B. LEATHERMAN
Clerk Circuit Court

By E. B. Leatherman D. C.



and the grantor hereby fully warrants the title to said land, and will defend the same
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantor has executed this Instrument on the day and
year first above written.

Signed, sealed and delivered in our presence _____ (Seal)

_____ (Seal)

_____ (Seal)

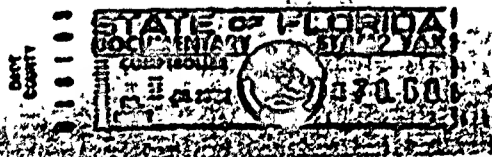
_____ (Seal)

STATE OF FLORIDA

I hereby certify that on this day before me, an officer duly qualified to take
acknowledgments, personally appeared MARTIN B. GOODMAN and BARBARA B. GOODMAN,
his wife,

to me known to be the grantor described in and who executed the foregoing instrument, and
acknowledged before me that they executed the same. The grantor, if corporate, further
acknowledged that the officer executing this instrument is duly authorized by that corpora-
tion to do so and that this instrument is the act and deed of that corporation.

WITNESS my hand and official seal in the said state this ____ day of June
1967.



Notary Public, State of Florida
My commission expires: _____

FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA 33101

MORTGAGE DEED
(INDIVIDUAL)

OFF REC 5523 MAY 26 1967

This Mortgage Indenture, executed this 14th day of June

A. D. 19 67, by and between **MARTIN B. GOODMAN and BARBARA B. GOODMAN,**
his wife,

of the County of Dade, State of Florida, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties, or involuntary by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits, parties of the first part, and **DADE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI** of Miami, Florida, a corporation existing under the laws of the United States of America, hereinafter called the Association, which term as used in every instance shall include the Association's successors, legal representatives and assigns, party of the second part.

Witnesseth: THAT for divers good and valuable considerations, and also in consideration of the aggregate sum of money named in the promissory note of even date herewith, hereinafter described, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Association, in fee simple, the following described real estate, of which the mortgagor is now seized and possessed and in actual possession, situate in the County of Dade, State of Florida, to-wit:

Lot 3, in Block 7, of ROSE GLEN THIRD ADDITION, according to the Plat thereof, as recorded in Plat Book 75, at Page 82, of the Public Records of Dade County, Florida.

This mortgage is executed simultaneously with a construction loan agreement, which is expressly referred to and made a part hereof.

40⁸⁰ 15016
Recorded in payment of taxes due on Class "C" tracts
Personal property pursuant to Chapter 199, Laws of Florida Acts of 1963.
DADE COUNTY TAX SALE CLOSING & B LEASINGMAN CLOSING
Deputy SHARPE 6-14-67

DADE
3060

TOGETHER with all structures and improvements now and hereafter placed on said land and the fixtures attached thereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum thereof, also all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, heating and power systems, machines, appliances, fixtures and appurtenances, which now are or may hereafter pertain to or be used with, in, or on said premises, even though they be detached or detachable.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the Association, in fee simple.

AND the Mortgagor does hereby covenant with the Association that he is indefeasibly seized of said land in fee simple; that he has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Association at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that he will make such further covenants to perfect the fee simple title to said land in the Association as may reasonably be required; and that he does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if the mortgagor shall pay unto the Association the certain promissory note of which the following in words and figures is a true copy, to-wit:

MORTGAGE NOTE

\$ 20,400.00

Miami, Florida, June 14, 19 67

After date, for value received, we promise to pay to the order of DADE FEDERAL SAVINGS

AND LOAN ASSOCIATION OF MIAMI, at its office in Miami, Florida, the sum of

TWENTY THOUSAND, FOUR HUNDRED AND NO/100-----DOLLARS

(\$ 20,400.00) together with interest as hereinafter stated, in monthly installments of

ONE HUNDRED THIRTY-FOUR AND 58/100-----DOLLARS (\$ 134.58)

each on the fifteenth day of each and every month hereafter beginning September 15,

19 67 until the entire sum due hereunder has been fully paid.

MORTGAGE DEED (Continued)

FILE 5523 FILE 269

Larger sums may be paid at any time, but the payment of any larger or additional sum in advance of the payments hereby required shall not relieve the makers of the payment of the regular monthly installments herein provided for. All payments so made shall first be applied to the payment of accrued interest, and the balance thereof shall be applied to the payment of the remainder of the principal sum. Interest shall be computed monthly in advance at the rate of

six and one-fourth

per cent (6 1/4%) per annum from date on all unpaid balances.

This note shall be considered in default when any payment required to be made hereunder shall not be paid within thirty (30) days of its due date, and shall remain in default until said payment shall have been made. While in default this note shall bear interest at the rate of eight per cent (8%) per annum.

All persons now or hereafter becoming parties hereto severally waive demand, notice of non-payment and protest, and hereby and severally agree that in the event of default in the payment of any installment due hereunder for a period of thirty (30) days, the whole of said indebtedness shall thereupon, at the option of the holder, become immediately due and payable, and if this note becomes in default and is placed in the hands of an attorney for collection, to pay reasonable attorney's fees and costs for the collection thereof.

/s/ Martin B. Goodman (SEAL)

/s/ Barbara B. Goodman (SEAL)

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND the Mortgagor does hereby covenant and agree:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, each and every, when due and payable according to law, before they become delinquent, and if the same shall not be promptly paid the Association may at any time, either before or after delinquency, pay the same without waiting or abating the expense to foreclosure, or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eight percent (8%) per annum.
3. To keep the buildings and all equipment and personal property now or hereafter on said premises covered by this mortgage insured at all times against fire and windstorm, in a company or companies always acceptable to the Association in a sum equal to or at least the amount of the mortgage, and in an amount sufficient to comply with any co-insurance requirements covering the same under the laws of the State of Florida, making the loss under said policies, each and every, payable to the Association as Mortgagee or its interest may appear, and the policy or policies shall bear a standard New York mortgage clause without contribution and shall be held by the Association and, in the event any sum of money becomes payable under such policy or policies the Association shall have the option to receive and apply the same as payment of the indebtedness hereby secured, or to permit the Mortgagee to receive and use it, or any part thereof, for other purposes, without having to wait or impairing any equity, lien or right under and by virtue of this mortgage, and may place and pay for such insurance, or any part thereof, without waiting or abating the expense to foreclosure, or any right hereunder, and each and every payment so made shall bear interest from the date thereof at the rate of eight percent (8%) per annum, payable semi-annually.
4. To permit, consent or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagee to keep the buildings on said property in good condition and state of repair, the Association may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagee to comply with said demand of the Association for a period of thirty (30) days, shall constitute a breach of this mortgage and, at the option of the Association, immediately secure the entire amount of principal and interest hereby secured, and the Association, immediately and without notice, may institute proceedings to foreclose this mortgage and apply for the appointment of a Receiver, as hereinafter provided.
5. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and mortgage set forth.
6. If any of the sums of money herein referred to be not promptly and fully paid within thirty (30) days past after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, the aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Association, as fully and completely as if said aggregate sum of money was originally stipulated to be paid on such day, anything in said promissory note or hereto to the contrary notwithstanding.
7. To deliver to the Association on or before March 15th of each year, two receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year, to deliver to the Association receipts evidencing the payment of all loans for public improvements within ninety (90) days after the same shall become due and payable, and to pay or discharge within ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way resulting from the mortgage indebtedness secured by this mortgage.
8. That in the event of a suit being instituted to foreclose this mortgage, the Mortgagee, its successors, legal representatives or assigns shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a Receiver of all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof from whatsoever source derived, with the usual powers and duties of receivers in like cases, and such appointment shall be made by such court as a matter of official right to the Mortgagee, its successors, legal representatives or assigns, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagee, his heirs, legal representatives successors or assigns, and that such rents, income, profits issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness costs and charges according to the order of such court.
9. Should the validity or lien of this mortgage or the note secured thereby be contested by litigation or otherwise the Mortgagee agrees to pay to the Association the cost of defending the same including a reasonable attorney's fee.
10. That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Association shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Association, its successors or assigns up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable thereon.
11. That he will not erect or permit to be erected any new buildings on the premises herein mortgaged or add to or permit to be added to any of the existing improvements hereon or upon the premises owned by the Association and in the event of any violation or breach of this stipulation the Association shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Association, its successors or assigns up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable thereon.
12. It is expressly agreed that this is to be the essence of the contract and that no waiver of any obligation hereunder or of the obligations secured hereby shall, at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.
13. To give the Association ten days notice in writing of its intention to anticipate the full payment of the mortgage indebtedness.
14. To the extent of the indebtedness of the Mortgagee to the Association or described herein or secured hereby the Association is hereby subrogated to the lien of the same and to the rights of the owners and holders thereof of such and every mortgage, lien or other encumbrance on the land described herein which is paid or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby and the respective liens of said mortgages, liens or other encumbrances shall be and the same and each of them hereby is preserved and it is agreed to and he is held by the Association herein as security for the indebtedness to the Association herein described or hereby secured in the same manner that it would have been preserved and would have been passed to and been held by the Association had it been duly and regularly assigned, transferred, set over and delivered unto the Association by separate deed of assignment notwithstanding the fact that the same may be satisfied and cancelled or traced in being the intention of the parties hereto that the same will be satisfied and cancelled or traced by the holders thereof at or about the time of the recording of this mortgage.
15. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by the Association because of the failure of the Mortgagee to perform comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage or either, and every such payment shall bear interest from date at the rate of eight percent (8%) per annum.

16. See addendum attached hereto.

IN WITNESS WHEREOF the said Mortgagor hereunto sets his hand and seal this the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature] *[Signature]* **(SEAL)**
[Signature] *[Signature]* **(SEAL)**

OFF 5523 PAGE 270
REC

16. In order to more fully protect the security of this mortgage, the Mortgagor, together with and in addition to the regular monthly payments due under the terms of the note secured hereby, will pay to the Association each month until the said note is fully paid, the following:

- a) A sum equal to 1/12 the amount of the insurance premiums that will then next become due and payable on policies of fire, windstorm, extended coverage or other hazard insurance covering the mortgaged property, and
- b) A sum equal to 1/12 of the amount of the taxes and assessments that will then next become due and payable on the mortgaged property.

Such sums due shall be as estimated by the Association, but less all amounts then already paid therefor to the end that the Association will have in hand, at least one month prior to the date when such insurance premiums, taxes and assessments will become due, sufficient funds paid under the terms hereof with which to pay the same. Such sums shall be held by the Association in trust without interest or dividends for such purposes. Any deficiency in the amount of such aggregate payments necessary to pay for such insurance premiums, taxes and assessments, shall, unless paid by the Mortgagor prior to the due date thereof, constitute an event of default under this mortgage. If the total of the payments made by the Mortgagor under the terms of this Paragraph shall exceed the amount of payments actually made by the Association for such insurance premiums, taxes and assessments, as the case may be, such excess shall be credited by the Association on subsequent payments to be made by the Mortgagor. If the payments made by the Mortgagor under the terms hereof shall not be sufficient to pay such insurance premiums, taxes and assessments, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Association immediately upon its request any amount necessary to cure such deficiency on or before the date when payment of such insurance premiums, taxes and assessments shall become due.

Martin B. Spivak
Barbara B. Spivak

ACKNOWLEDGMENT
(INDIVIDUAL)

OFFICE 5523 PAGE 271

STATE OF FLORIDA } ss.
COUNTY OF Dade

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, MARTIN B. GOODMAN and BARBARA B. GOODMAN,
his wife,

to me well known to be the person(s) described in and who executed the foregoing mortgage, and they
acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said BARBARA B. GOODMAN
MARTIN B. GOODMAN

known to me to be the wife of the said MARTIN B. GOODMAN
as a spouse and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said mortgage for the purpose of executing, acknowledging and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable in and to the property described therein, and that she executed the said mortgage freely and voluntarily and without any compulsion, constraint, oppression or fear of or from her said husband.

WITNESS my hand and official seal at the City of Miami

County of Dade State of Florida
this 14th day of June A. D. 19 67

(SEAL)

[Signature]
Notary Public, State of Florida
My Commission expires:

STATE OF _____ } ss.
COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____

to me well known to be the person(s) described in and who executed the foregoing mortgage, and _____
acknowledged before me that _____ executed the same freely and voluntarily for the purposes therein expressed

WITNESS my hand and official seal at _____

County of _____ State of _____
this _____ day of _____ A. D. 19 _____

(SEAL)

Notary Public, State of _____
My Commission expires:

8 _____ Florida Documentary stamps affixed to original note and cancelled.

State of Florida, County of Dade.
This instrument was filed for record the _____ day of _____
1967 at _____ and duly recorded in OFFICIAL RECORDS
Book _____ Page _____
E. H. LEATHERMAN
Clerk of the Court
By _____

MARSHALL S. HARRIS, ATTORNEY AT LAW, MIAMI, FLORIDA

TICOR TITLE INSURANCE

(Duplicate)

INVOICE NO.

2023013

DATE 03/16/90

ORDERED BY

b6

b7C

PHONE NO.

SENT TO

BILLED TO F.B.I.,
10320 N.W. 2nd AVENUE
N. MIAMI BEACH, FL 33169

RE: 202309

LEGAL: UNIT 3107 TERRACES NORTH AT TURNBURY
FD11970/2964

*Sent to Vouchers
3/19/90 R27*



ADDITIONAL ABSTRACTS:

YOUR SIGNATURE ON THIS RECEIPT MAKES YOU RESPONSIBLE FOR
PAYMENT OR REPLACEMENT OF THE ATTACHED ABSTRACT, INCLUDING
ALL REASONABLE COSTS AND ATTORNEYS FEES.

RECEIPT IS HEREBY ACKNOWLEDGED OF ABOVE ABSTRACT/CERTIFICATE/SEARCH

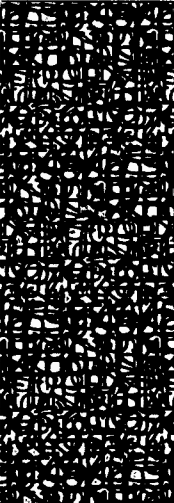


BY

DUPLICATE

DATE SHIPPED	SHIPPED VIA
CUSTOMER NO.	TERMS
03/27/91	30 DAYS
BILLING AUTHORIZED BY	

PLEASE MAKE YOUR CHECKS PAYABLE
TO **TICOR TITLE INSURANCE COMPANY**

Suite A, 7255 N.W. 19th Street
Miami, Florida 33126
Phone (305) 594-2171

ABSTRACTS:	FEE
	
	

b7E

PLEASE PAY IN OR BEFORE CLOSING

PREPARED FOR:	
CUSTOMER NAME: F.B.I.	TICOR TITLE CERTIFICATE NUMBER: 262513
CUSTOMER ADDRESS - INCLUDE ZIP CODE 16320 N.W. 2nd Ave. N. Miami Beach, Fl. 33169	
ATTENTION: <div></div>	CUSTOMER FILE NUMBER / REFERENCE: 002762

LEGAL:

Unit No. 2107, of THE TERRACES NORTH AT TURNBERRY,
a Condominium, according to the Declaration thereof,
and the exhibits annexed thereto, recorded in Official
Records Book 11886, at Page 1426, of the aforesaid
Public Records.

Ticor Title Insurance Company has this day caused to be searched the Public Records of the County of Dade, State of Florida, with respect to the property legally described above in accordance to the terms exhibited on this Certificate and hereby certifies the last conveyance of record identifying the captioned property is described as follows: SPECIAL WARRANTY DEED, from Terraces Associates LTD to Southeast Bank N.A. filed November 17, 1983, under Clerk's File No. 83R326756, recorded in O.R. Book 11970, at Page 2964, of the aforesaid Public Records.

The following mortgages, liens and leases identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

NOTHING OF RECORD

Ticor Title Insurance Company has caused to be searched the following names for the period indicated in accordance to the terms exhibited on this certificate:

<u>NAMES</u>	<u>FROM</u>	<u>TO AND INCLUDING</u>
CARLOS TOLL	BEGINNING	DATE

and find the following matters:

NOTHING OF RECORD

Acceptance of this report shall evidence agreement with the Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents, thereof is limited to the sum of Five Hundred Dollars. (\$500.00).

Certificate

Ticor Title Insurance Company, hereby certifies that the foregoing Certificate of Search, was compiled by it from the Public Records of County of Dade, State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, indentifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Dade County, Florida, recorded in said office that identify the land shown on the caption of this Certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, indentifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Dade County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), recorded in said office that identify the land shown on the caption of this caption of this Certificate by a land description. No search is made for security instruments, financing statement or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants, decrees removing disabilities of infants, decrees of free dealership, decrees for charge of name, decrees for divorce, decrees for dissolution of marriage, decree for annulment of marriage, certificate of incorporation, merger, dissolution, change of name and charters of corporations, partnerships and associations, appearing of record in the Office of the Clerk of Circuit Court of Dade County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Dade County, Florida and/or Office of the Clerk of Circuit Court of Dade County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgagees or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE:

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporations as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 15726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Dade County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this Certificate is limited to the twenty (20) years proceeding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to

hereto affixed at Miami, Florida, this 12th day of March

A.D., 1990

at 2:30 P. M.

TICOR TITLE INSURANCE COMPANY



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Certificate No. 262513

av

1838-11-11-1896-1817

1983 NOV 17 PM 2:24

83R326756

DJE:mr
08/25/83

OFF
REC 11970 PC2964

SPECIAL WARRANTY DEED

764.00

THIS DEED, made this 15th day of November, 1983,
between TERRACES ASSOCIATES, LTD., a Florida limited partnership, as
"GRANTOR," and Southeast Bank N. A., as Trustee under Land Trust No.
01014901, whose post office address is 20191 E. Country
Club Drive, Apartment No. 2107, North
Miami Beach, Florida 33180, as "GRANTEE."

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Dade and State of Florida, to wit:

Condominium Unit No. 2107 of THE TERRACES
NORTH AT TURNBERRY, A CONDOMINIUM,
according to the Declaration of Condominium
thereof, recorded in Official Records Book 11886, at
Page 1426, of the Public Records of Dade County,
Florida; together with an undivided share in the
common elements appurtenant thereto.

This conveyance is subject to the following:

1. Real estate taxes, drainage district taxes and any other taxes and assessments imposed by other taxing authorities for the year 1984 and years subsequent thereto;
2. Conditions, restrictions, limitations, dedications, existing zoning ordinances and easements of record, including, but not limited to, water, sewer, gas, electric, and other utility agreements of record, or other restrictions upon the use of the property as may be imposed by governmental authorities having jurisdiction;
3. Covenants, conditions, restrictions, terms and other provisions of The Terraces North at Turnberry Recreational Land Use Agreement between Terraces Associates, Ltd., a Florida limited partnership, and The Terraces North at Turnberry Condominium Association, Inc., a Florida non-profit corporation, as shown in Official Records Book 11886, at Page 1373, of the Public Records of Dade County, Florida.
4. Covenants, conditions, restrictions, terms and other provisions of The Terraces North at Turnberry Accessways, Security Gate and Guardhouse Easement, Use and Maintenance Agreement, between Terraces Associates, Ltd., a Florida limited partnership, and The Terraces North at Turnberry Condominium Association, Inc., a Florida non-profit corporation, as shown in Official Records Book 11886, at Page 1398, of the Public Records of Dade County, Florida.

RETURN TO:
YOUNG, STERN & TANNENBAUM, P.A.
POST OFFICE BOX 600 550
NORTH MIAMI BEACH, FLORIDA 33160

This Instrument Prepared by:
JEROME H. SILKIN
OF YOUNG, STERN & TANNENBAUM, P.A.
ATTORNEYS AT LAW
17071 WEST
NORTH MIAMI BEACH, FLORIDA 33160

SWD - 1

YOUNG, STERN & TANNENBAUM, P.A.
NORTH MIAMI BEACH

25

5. Covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of The Terraces North at Turnberry, a Condominium, as recorded in Official Records Book 11886, at Page 1426, in the Public Records of Dade County, Florida (which includes Exhibits "A" to "S", inclusive, of said Declaration of Condominium of The Terraces North at Turnberry, a Condominium).

6. Restrictions, easements and dedications contained in the following plats:

A. FIFTH ADDITION, BISCAYNE YACHT AND COUNTRY CLUB, filed in Plat Book 99, at Page 20, of the Public Records of Dade County, Florida.

B. Biscayne Village, filed June 16, 1970, under Clerk's File #70R-111949, of the Public Records of Dade County, Florida, as amended by resolution of the County Commission of Metropolitan Dade County, passed and adopted on February 27, 1973.

C. AVENTURA FIFTH ADDITION, according to the Plat thereof, as recorded in Plat Book 116, at Page 39, of the Public Records of Dade County, Florida.

7. Pump station agreement between Donarl of Florida, Inc., and Donald Soffer and Edward J. Lewis, as Trustees, dated October 31, 1979, recorded November 5, 1979, in Official Records Book 10564, at Page 478, of the Public Records of Dade County, Florida.

8. Covenant Running With The Land in regard to architectural controls, dated October 31, 1979, filed for record on November 5, 1979, in Official Records Book 10564, at Page 490, of the Public Records of Dade County, Florida.

9. Street Lighting and Landscape Maintenance Agreement, between Donarl of Florida, Inc. and Aventura Country Club, a Florida partnership, and Donald Soffer and Edward J. Lewis, as Trustees, dated October 31, 1979, filed March 27, 1980, in Official Records Book 10700, at Page 1915, of the Public Records of Dade County, Florida.

10. Agreement with Dade County in regard to development of property, dated February 12, 1969, filed under Clerk's Filed #70R-57626, of the Public Records of Dade County, Florida.

11. Rights and easements for commerce, navigation and fisheries. Terms, conditions and reservations contained in the Submerged Land Act (43 U.S.C. 1301, et seq.).

12. Utility Easement between Donarl of Florida, Inc. and Florida Power and Light Company, dated July 19, 1977, recorded October 17, 1977, in Official Records Book 9830, at Page 1119, of the Public Records of Dade County, Florida.

13. Right-of-Way Easement between Aventura Country Club and Donarl of Florida, Inc., dated May 10, 1977, recorded May 12, 1977, in Official Records Book 9679, at Page 50, of the Public Records of Dade County, Florida.

14. Reservations contained in agreement between Donarl of Florida, Inc. and Aventura Country Club, as follows: dated May 10, 1977, recorded May 12, 1977, in Official Records Book 9679, at Page 36; dated May 11, 1977, recorded May 12, 1977, in Official Records Book 9679, at Page 50, both of the Public Records of Dade County, Florida.

15. Covenant Running With the Land in Lieu of Unity of Title Agreement, dated August 21, 1980, recorded January 8, 1981, in Official Records Book 10979, at Page 992, of the Public Records of Dade County, Florida.

16. Agreement and Declaration of Covenants and Restrictions, recorded October 21, 1981, in Official Records Book 11246, at Page 944, of the Public Records of Dade County, Florida.

17. Easement from Donald Soffer, individually and as Trustee, and Edward J. Lewis, individually and as Trustee, to Miami Dade Water and Sewer Authority,

recorded April 30, 1981, in Official Records Book 11088, at Page 1077, of the Public Records of Dade County, Florida.

18. Easement from Donald Soffer, individually and as Trustee, and Edward J. Lewis, individually and as Trustee, to Miami Dade Water and Sewer Authority, recorded April 30, 1981, in Official Records Book 11088, at Page 1075, of the Public Records of Dade County, Florida.

19. Restrictions contained in that certain special warranty deed from Donald Soffer and Edward J. Lewis, as Trustees, to Terraces Associates, Ltd., a Florida limited partnership, recorded July 15, 1981, in Official Records Book 11157, at Page 1870, of the Public Records of Dade County, Florida.

20. Grant of Easement from Terraces Associates, Ltd., a Florida limited partnership, to Storer Cable T.V. of Florida, Inc., d/b/a Storer Cable Communications, recorded June 17, 1983, in Official Records Book 11821, at Page 1471, of the Public Records of Dade County, Florida.

21. Facts contained on the following Surveys prepared by Post, Buckley, Schuh & Jernigan, Inc., Consulting Engineers and Planners, to wit:

- (a) Sketch of THE TERRACES AT TURNBERRY, dated August 22, 1983, under Job No. 015-524.07.
- (b) Sketch of F-Site PUMP STATION, dated December, 1980, under Job No. 015-523.01.
- (c) Sketch of TRACT "N" REMAINDER, dated February, 1981, under Job No. 015-524.02.

22. Declaration of Easement by Terraces Associates, Ltd., a Florida limited partnership, dated July 20, 1983 and recorded August 24, 1983, in Official Records Book 11886, at Page 1362, of the Public Records of Dade County, Florida.

23. Grant of Easement from Terraces Associates, Ltd., a Florida limited partnership, to Miami Dade Water and Sewer Authority, recorded August 24, 1983 in Official Records Book 11886, at Page 1369, of the Public Records of Dade County, Florida.

24. Entrance Feature Maintenance Agreement executed by Terraces Associates, Ltd., a Florida limited partnership, on July 11, 1983, and recorded August 2, 1983, in Official Records Book 11864, at Page 1149, of the Public Records of Dade County, Florida.

25. Easement to Florida Power and Light Company, dated August 17, 1983 and recorded September 26, 1983, in Official Records Book 11918, at Page 3213, of the Public Records of Dade County, Florida.

26. Storm Drainage Easement over, under and across the property.

27. Facts that an accurate survey or personal inspection of the property would disclose.

28. ~~Taxes, pending municipal liens and easements existing and to be created for ingress and egress to the property.~~

29. Acts done or suffered by the Purchaser.

30. The Condominium Act of the State of Florida, the same being Chapter 718, Florida Statutes.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The GRANTOR hereby fully warrants the title to the said real property, and will defend the same, against the lawful claims of all persons claiming by, through or under the said GRANTOR.

Full power and authority is hereby granted to said Trustee or its successors to improve, to protect, conserve and to sell, to subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence in presenti or in futuro, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange said real estate or any part thereof for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about said real estate or any part thereof, and to otherwise deal with, manage and dispose of said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

No grantee, mortgagee, lessee, transferee, assignee or person or party obtaining satisfaction, releases, or persons or party contracting to buy said real estate or otherwise in any way dealing with the Trustee with respect to said real estate shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of the Land Trust; and every deed, trust deed, mortgage lease, assignment, satisfaction, release, contract or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this indenture and by the Land Trust was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in the Land Trust and is binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under the Land Trust, as their attorney, in fact, hereby irrevocably appointed for such purpose or, at the election of said Trustee, in its own name as Trustee or any express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under the Land Trust hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

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ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

GRANTEE, by acceptance and execution of this special warranty deed, acknowledges that the conveyance is subject in every respect to the declaration of condominium, and the exhibits attached thereto, including, but not limited to (whether the same are attached to the declaration or referred to therein), the by-laws and articles of incorporation of the Association; and GRANTEE further acknowledges reading and examining said declaration (referred to above in this special warranty deed), and said exhibits; and further acknowledges that each and every provision of the foregoing is essential to the successful operation and management of said condominium property in the best interests and for the benefit of all owners therein. GRANTEE and all owners of parcels in the aforescribed Condominium, covenant and agree to abide by each and every provision of the said Declaration of Condominium, and exhibits attached thereto. GRANTEE hereby ratifies, confirms and approves all of the terms and provisions of said declaration of condominium, and exhibits attached thereto.

IN WITNESS WHEREOF, GRANTEE has hereunto set his hand and seal, this
15th day of November, 19 83.

Signed, sealed and delivered
in the presence of:

Southeast Bank N.A., as Trustee under
Land Trust No. 01014901

James E. L...

CARLOS E. TOLL, Sole Beneficiary of
South East National Bank Trust No.
01014901, dated November 14, 1983

James E. L...

Carlos E. Toll (SEAL)
PURCHASER

STATE OF FLORIDA :
: SS.
COUNTY OF DADE :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CARLOS E. TOLL, to me known to be the person(s) described in and who executed the foregoing special warranty deed as GRANTEE, and acknowledged before me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the county and state last aforesaid, this 15th day of November, 19 83.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND
MY COMMISSION EXPIRES MAR 31 1986

James E. L...
Notary Public, State of Florida at Large

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED

RICHARD P. BRINKE
CLERK CIRCUIT CLERK

Field File No. 183 B - 48896 - 1A¹⁷



Serial # of Originating Document _____

OO and File No. MM

Date Received 10-9-89

From Chicago FBI
(Name of Contributor)



(Address of Contributor)

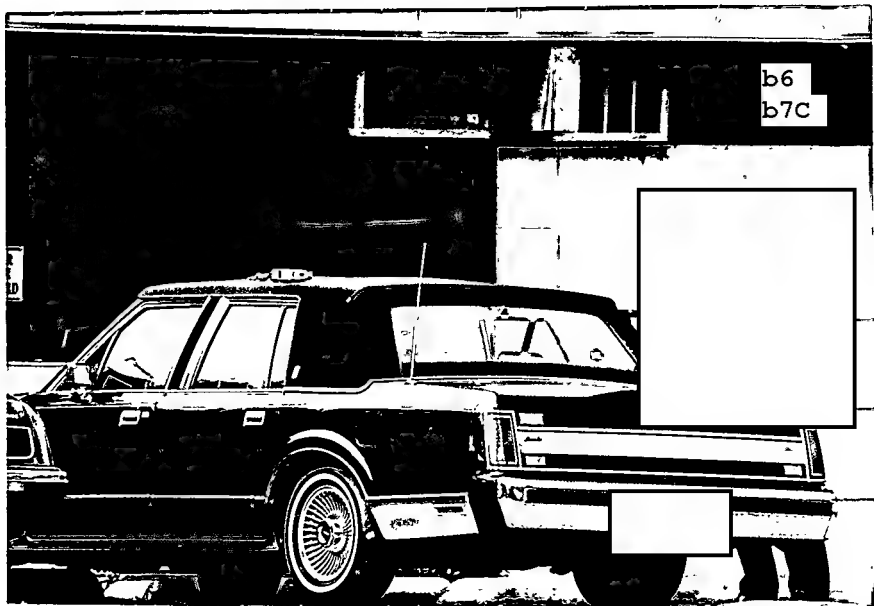
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Yes ☒ No Receipt Given ☐ Yes ☐ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure ☐ Yes ☐ No

Title: Surv. Photographs


Reference: _____
(Communication Enclosing Material)


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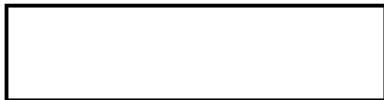


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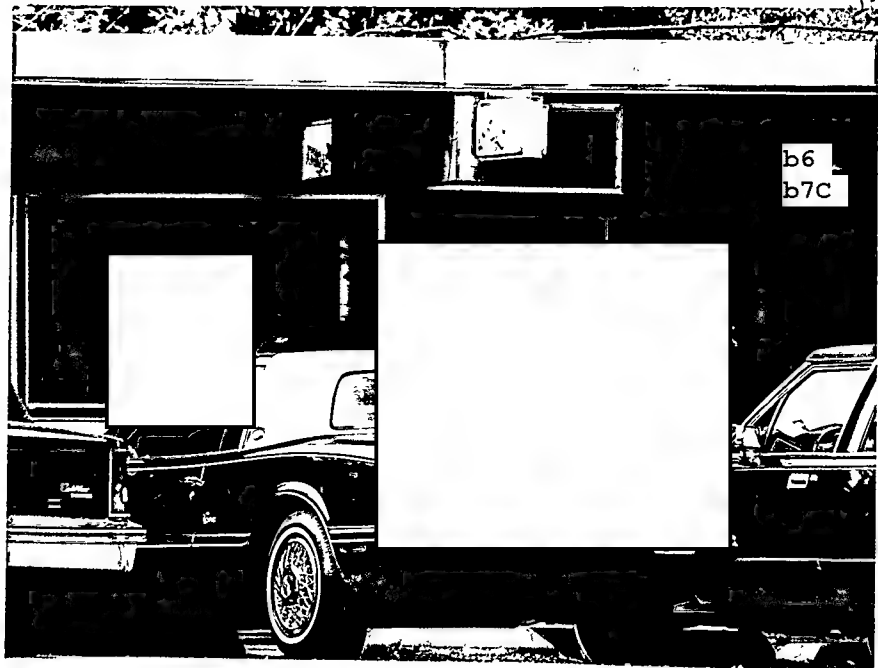
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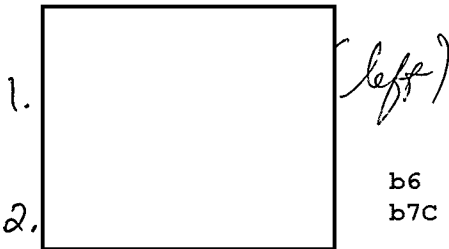
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Chicago
Time



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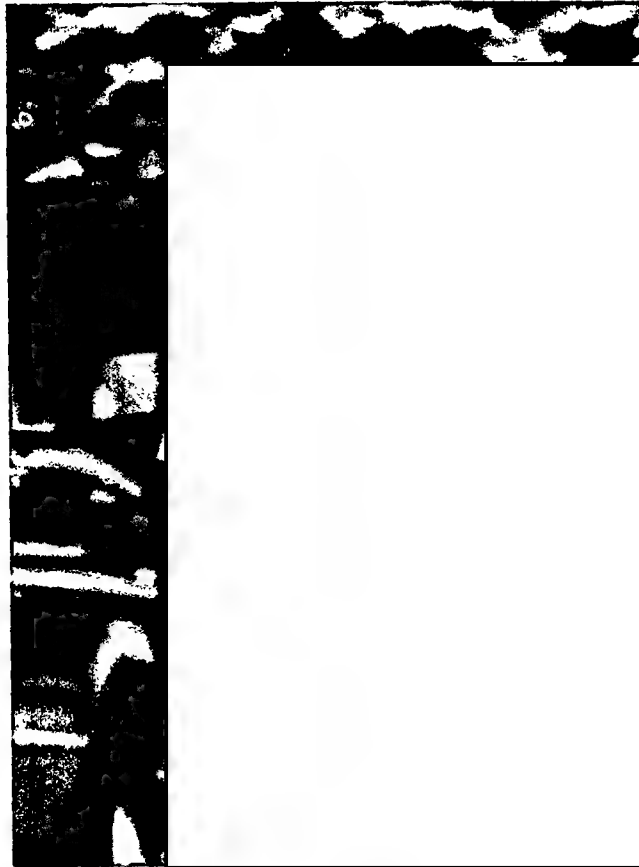
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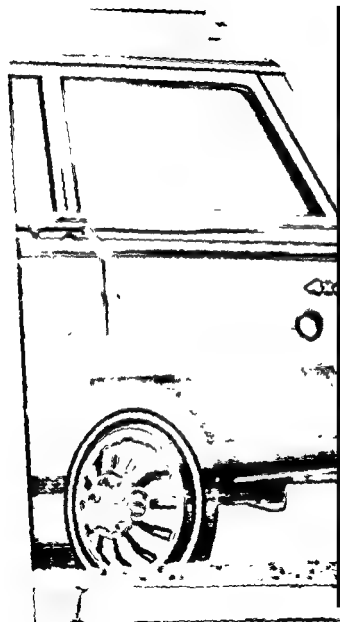
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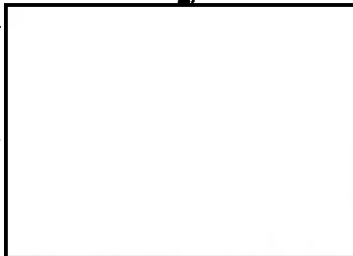


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Universal File Case Number 281A 183B-mm-48896-1A ²⁴

Field Office Acquiring Evidence _____

Serial # of Originating Document _____

Date Received _____

From _____
(Name of Contributor)

(Address of Contributor)

By IA _____
(Name of Special Agent)

To Be Returned ☐ Yes ☐ No

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Receipt Given ☐ Yes ☐ No

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Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)

Federal Rules of Criminal Procedure

☐ Yes ☐ No

Title:

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

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